295

SUPREME COURT OF THE UNITED STATES.

No. 264.

THE UNITED STATES, APPELLANTS,

vs.

JOHN McDONOGH.

APPEAL FROM THE DISTRICT COURT, U. S., FOR LOUISIANA.

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United States district court, eastern district of Louisiana. Sitting in chancery.

JOHN McDONOGH vs. THE UNITED STATES. } No. 42.

Be it remembered, that heretofore, to wit, on the fifteenth day of June, being the May term, A. D. 1846, of the said court, John McDonogh, by his solicitor, Chrn. Roselius, esq., came into the office of the clerk of said court and filed his petition, which is in the words and figures following, to wit:

To the honorable Theodore H. McCaleb, judge of the United States district court, in and for the eastern district of Louisiana.

The petition of John McDonogh, residing in the parish of Orleans, in the State of Louisiana, respectfully represents, that he is the legal owner, and has a good and valid title to a certain tract of land situated in the parish of Jefferson, near the city of New Orleans, and on the same side of the river, commencing at a distance of eighty arpens from the river Mississippi, and running back, or in the rear from thence, with the continuous lines of the front tract of twenty-one arpents on the river, a distance of about forty-nine and one-third arpens in depth, until one of the side lines intersects with the other in a point, including (as is more particularly shown by a plan drawn by Benjamin Buisson, surveyor of the parish of Jefferson, hereunto annexed and marked F, No. 20,) about one hundred and seventy-seven and one-third superficial arpens. And your petitioner further represents, that said tract of land is a portion of a larger tract which was adjudicated and sold on or about the 17th April, 1760, to De Pontalba, by order of the highest tribunal of the government of France in Louisiana, called the supreme council of the province of Louisiana, by Charles Marie Delalande Dapremont, counsellor and assessor of the supreme council of the province, and Jean Baptiste Raguet, one of the counsellors of the supreme council of the province, and attorney general of the King of France for said province of Louisiana, as will more fully appear by reference to document marked F, No. 2, hereunto annexed as part of the petition; that said sale and adjudication, by the order and authority aforesaid, is fully equivalent to a patent to said land, the supreme council of the province being at the head of the land office, granted lands and issued the patents; that after passing through various mesne conveyances, your petitioner finally acquired said tract of land by a sale made to him of the same by Morgan, Peters, Chase, and Pierce, by a notarial act of sale passed on or about the 10th February, 1836, as will more fully appear, together with other necessary particulars, from the annexed copy of said deed of sale, marked F, No. 15; that he is ready to produce the different mesne conveyances of said property through which it is

traced to your petitioner, whenever he may be required so to do. Your petitioner further represents, that his said title and claim to the said tract of land was duly presented to and proved before the board of land commissioners, who recognised and admitted the validity of the claim and title of your petitioner to the before described tract of land, and reported that said claim ought to be confirmed; but said report has never been acted on by Congress, although it has been returned to the proper department for nearly ten years, as will appear by reference to the document, marked F, No. 22, made part of this petition; that the metes and bounds of said tract of land, its location and description, appear more particularly by the plan already referred to; that said tract of land has always been in the peaceable and undisturbed possession and enjoyment of your petitioner, and those under whom he derives his title, ever since the date of the original grant thereof.

Wherefore, your petitioner respectfully prays that the district attorney of the United States, for the eastern district of Louisiana, may be cited to appear and answer this petition; that the validity of the title of your petitioner to the before described tract of land be inquired into and decided by the court; that after due proceedings had, judgment be rendered in favor of your petitioner, decreeing and recognising that the title of your petitioner to the said tract of land is good and valid; and that a patent thereto ought to be issued by the United States. And your petitioner prays for all such other and further aid, relief, and remedy, as the nature of his case may require, and to law and equity appertain; and as in duty bound he will ever pray, &c., &c.

(Signed) C. ROSELIUS, *for petitioner.*

John McDonogh, being duly sworn, deposes and says, that all the facts and allegations in the foregoing petition contained are correct and true, to the best of his knowledge and belief.

(Signed) JOHN McDONOGH.

Sworn to and subscribed before me this 15th of June, 1846.

(Signed) L. E. SIMONDS, *Dp'y Cl'k.*

Document marked "F, No. 2," made part of the foregoing petition, hereinafter copied from page 7 to page of this transcript.

Also, document marked "F, No. 22," hereinafter copied from page to page of this transcript.

And further, at the same term of the court, to wit, on the 16th of June, 1846, the following citation was issued from the clerk's office in this case:

United States district court, sitting in and for the district of Louisiana.

To the marshal for the district of Louisiana, or his lawful deputy, greeting:

You are hereby commanded to summon S. W. Downs, United States attorney, to appear before the honorable judge of the district

court of the United States, sitting in and for the district of Louisiana, at a district court to be holden at New Orleans on the first Monday of July, 1846, then and there to answer a petition in chancery, filed against the United States, wherein John McDonogh is plaintiff.

Herein fail not, and have you then and there this writ, with your endorsement thereon how you have executed the same.

Witness the honorable T. H. McCaleb, judge, this sixteenth day of June, New Orleans, 1846, and 70th year of American independence.

[SEAL.]

(Signed) N. R. JENNINGS, *Clerk*.

Mem: The defendant is to enter an appearance in the above cause in the clerk's office, on or before the first Monday of July, 1846, otherwise the petition may be taken pro confesso.

Marshall's return on the forgoing citation.

Received this 16th day of June, 1846, and on the same day served copies of the within citation, plaintiff's petition and documents annexed, on the within named S. W. Downs, esq., United States attorney, in the manner following, to wit, by leaving the same in his office in New Orleans, in the hands of Alfred Peilliat, a white person over 14 years of age, and employed in said office, said attorney being absent at the time.

Returned 17th June, 1846.

(Signed) For WM. F. WAGNER,
U. S. marshal.
J. H. RINEHART,
D'y U. S. marshal.

And further, at the same term, to wit, on the 5th of November, 1846, the defendants appeared and filed of record the following answer:

In the district court of the United States, for the district of Louisiana.

JOHN MCDONOGH
vs. } No. 42.
THE UNITED STATES.

The defendants now come, and for answer deny all the facts and allegations in plaintiff's petitioned contained.

Wherefore they pray that said petition may be dismissed at plaintiff's costs.

(Signed) THOMAS J. DURANT, *Attorney*.

And afterwards, at the February term, to wit, on the 16th of March, 1849, the plaintiff appeared and filed of record the following replication.

District court, U. S., Louisiana district.

JOHN MCDONOGH
vs. } No. 42.
THE UNITED STATES.

The replication of John McDonogh, complainant, to the answer of the U. States, defendants.

This repliant, reserving all benefit of exception, &c., says, that he maintains and will prove his bill true and sufficient in law, and that the answer of the defendants is insufficient, as this court may require, and prays as he hath prayed in his bill.

(Signed) A. HENNEN & C. ROSELIUS,
Solicitors for complainant.

And further, at the same term and on the same day, the following entry was made on record in this case:

JOHN McDONOGH
vs.
The UNITED STATES. } No. 42.

This cause came up for hearing, A. Hennen, esq., for the complainant, and the U. S. district attorney for the defendants, present; and evidence having been adduced and argument heard, it was thereupon submitted to the consideration of the court.

(*Evidence offered by complainant.*)

1°. The plaintiff offered in evidence document marked "F, No. 2," purporting to be the adjudication of a plantation of the succession of Mr. and Mrs. Brontin to De Pontalba, dated April 17th, 1760, which document is as follows:

L'an mil sept cent soixante, et le septième jour du mois de Mars, huit heures du matin, en vertu de l'árrêt du conseil superieur de la province de la Louisiane, en date du neuf Février dernier, rendu sur la requête des Sieurs Delfant de Pontalba, De la Ronde et Ignace Brontin, co-heritiers en la succession de defunts Sieur et Dame Brontin, demandeurs contre le Sieur Marigny Demandeville, aussi co-heritier en la dite succession, défendeur, le dit arrêt portant sur les conclusions du procureur general du Roy que les immeubles non vendus appartenant à la dite succession seraient incessament vendus judiciairement au plus offrant et dernier encherisseur, &c.; nous Charles Marie Delalande Dapremont, conseiller assesseur au dit conseil, commissaire nommé en cette partie, accompagné de Monsieur Jean Baptiste Raguet, conseiller au dit conseil, y faisant fonctions de procureur general du Roy, nous sommes transportés à la barre de la cour, avec le greffier et l'huissier du dit conseil, à l'éffet de recevoir les premières criées et enchères sur une terre et habitation appartenant à la dite succession, où étant, vû le procès verbal des publications et affiches publiées et apposées en consequence dans tous les lieux et endroits ordinaires et accoutumés de cette ville de la Nouvelle Orleans, par Marin le Normand, huissier, en date du deux du présent mois, et s'y etant trouvé nombre d'encherisseurs, nous avons fait publier et proclamer à haute et intelligible voix et cri public, par l'huissier crieur, que l'on allait tout présentement proceder pour la première fois et de première criée et enchère, à la vente et adjudication au plus offrant et dernier enchérisseur d'une terre et habitation appartenant à la succession de defunts Sieur et Dame Brontin, si-

tuée à environ une lieue au dessus et du même côté de cette ville, en en remontant le fleuve, attenant d'un côté à l'habitation de la succession de feu Monsieur Delino, et de l'autre à celle du Sieur Caminada, ayant environ onze arpens et demi de face sur toute la profondeur qui s'y pourra trouver, et suivant les airs de vent qu'elle doit courir, la dite terre se terminant en pointe dans sa dite profondeur ainsi que les autres y attenant dans cette partie ; ensemble tous les bâtimens qui sont dessus généralement quelconques, sans en rien réserver ni retenir, de plus la quantité de dix arpens et demi de terre de face à prendre des limites qui terminent les quarante arpens de profondeur de la terre du dit feu Sieur Delino, sur pareillement toute la profondeur qui pourra s'y trouver et suivant les airs de vent qu'elle doit courir; cette portion de terre appartenant également à la succession de mon dit feu Sieur Brontin, qui se l'est reservée lors qu'il vendit les dix arpens et demi de la devanture au dit feu Sieur Delino, sur quarante de profondeur seulement, et sur dux lignes paralléles, suivant qu'il parait par les titres qui en sont remis à l'adjudicataire; tel et ainsi que le tout se poursuit et comporte, circumstances et dépendances, aux charges, clauses et conditions, par l'adjudicataire de payer le prix de son adjudication, savoir; un tiers comptant avec tous les frais faits pour y parvenir, et les deux autres tiers à la fin du mois du Decembre de la présente année, en par lui donnant bonne et suffisante caution, sur quoi s'est présenté le Sieur De la Ronde, qui a mis les sus-dites terres et habitation avec leurs dependances à prix à la somme de douze mille livres; laquelle enchère a été couverte par le Sieur Caminada à celle de douze mille trois cents livres, par le Sieur Fusellier à douze mille cinq cents livres, par le Sieur Pictet à douze mille huit cents livres, par le Sieur Songy à treize mille livres, par le Sieur Thomassin à treize mille cinq cents livres, par le Sieur De la Ronde à treize mille huit cents livres, par le Sieur Marin à treize mille neuf cents livres, par le Sieur Laronde à quatorze milles livres; et apris avoir attendu jusqu'à dix heures sonnés sans qu'il se soit présenté aucun autre enchérisseur pour couvrir la dite enchère, du consentement de mon dit sieur le procureur general du Roy, et des parties interessées, nous conseillers commissaires, susdits et soussignés, avons ordonné et ordónnons que nouvelles affiches seront publiées et apposées dans tous les lieux et endroits ordinaires et accoutumés de cette ville, Dimanche prochain, neuvième du présent mois, pour en venir à de nouvelles criées et enchères, le quatorze du même mois, huit heures du matin, au quel jour toutes personnes seront reçues à couvrir sa susdite enchère aux susdites charges, clauses et conditions, et avons signé.

(Signé) PONTALBA,
CH. DELARONDE,
DELALANDE,
RAGUET.

Et le dit jour, quatorzième Mars, au dit an advenu, huit heures du matin, en vertu de notre ordonnance ci-dessus, et à la requête des personnes ci-devant nommées, nous conseiller assesseur commissaire sus-

dit et soussigné, accompagné de mon dit sieur le procureur general du Roi, du greffier et de l'huissier du conseil, nous sommes transportes à la barre de la cour, à l'effet de recevoir les secondes criées et enchères sur la susdite terre et habitation, où étant vû le procès verbal des publications et affiches publiées et apposés en consequence dans tous les lieux et endroits ordinaires et accoutumés de cette dite ville, par le Normand, huissier, en date du neuf du present mois, et s'y étant trouvé nombre d'enchérisseurs, les susdites clauses et conditions ayant été lues et expliquées à haute et intelligible voix par l'huissier crieur, l'enchère dernière de la somme de quatorze mille livres, mise par le Sieur De la Ronde, a été couverte par le Sieur Larche à celle de quatorze mille trois cents livres, par le Sieur Pictet à quatorze mille cinq cents livres, par le Sieur Thomassin à quatorze mille six cents livres, par le Sieur Marin à quatorze mille sept cents livres, par le Sieur Jourdain à quatorze mille huit cents livres, par le Sieur Caminada à quatorze mille neuf cents livres, par le Sieur De la Ronde à quinze mille livres; et après avoir attendu jusqu'à dix heures sonnés sans qu'il se soit presenté aucun autre encherisseur pour couvrir la dite enchère, du consentement de mon dit sieur le procureur general du Roy et des parties interessées, nous conseiller commissaire susdit et soussigné, avons ordonné et ordonnons que nouvelles affiches seront publiées et apposées dans tous les lieux et endroits ordinaires et accutumés de cette ville Dimanche prochain, seizième du present mois, pour en venir a de nouvelles criées et enchères le Vendredi suivant, vingt un du même mois, huit heures du matin, auquel jour toutes personnes seront reçues à couvrir la susdite enchère aux susdites charges, clauses, et conditions, et ordonnons en consequence que sommation sera faite au Sieur Marigny Demandeville en sa dite qualité, à ce qu'il ait à être présent le dit jour à la vente et adjudication définitive, qui sera faite de la dite terre et habitation, et à y faire trouver encherisseur si bon lui semble; sinon, et à faute de ce faire, qu'il sera procédé à la dite vente et adjudication, tant en sa présence qu'absence, et avons signé.

(Signé) PONTALBA,
CH. DELARONDE,
DELALANDE,
RAGUET.

Et le dit jour vingt unième Mars, au dit an mil sept. cent soixaute advenue, huit heures du matin, en vertu de notre ordonnance ci-contre, et à la requête de personnes ci-devant nommeés, nous conseiller assesseur commissaire susdit et soussigné, accompagné de mon dit sr. le procureur général du Roy, du greffier et de l'huissier du conseil, nous sommes transportés à la barre de la cour, à l'effet de proceder définitivement et de dernière criée et enchère à la vente et adjudication au plus offrant et dernier enchèrisseur de la susdite terre et habitation, où étant, vû le procès verbal des publications et affiches publiées et apposées en conséquence dans tous les lieux et endroits ordinaires et accoutumés de cette ville de la Nouvelle Orléans, par Marin le Normand,

huissier, en date du seize du présent mois, ensemble la sommation faite le dix neuf du présent mois par Bary, huissier, au sieur Demandeville en sa dite qualité, à ce qu'il eut à se trouver présent à la dite présente vente, et y faire trouver encherisseur si bon lui semblait, sinon, et à faute de ce faire, qu'il serait procédé à la dite adjudication tant en sa présence qu'absence; la dite vente et adjudication ayant été ce jourd'hui rendue publique au son de la caisse dans tous les carrefours de cette dite ville, et après avoir attendu jusqu'à environ dix heures sans qu'il se soit présenté aucun enchérisseur pour couvrir l'enchère de la somme de quinze mille livres mise par le Sr. De la Ronde sur la réquisition du dit Sr. De la Ronde tant en sa qualité que comme chargé de pouvoir du Sr. de Pontalba, et du consentement de mon dit sr. le procureur général du Roi, nous conseiller commissaire susdit et soussigné, avons ordonné et ordonnons que nouvelles affiche seront publiées et apposées dans tous les lieux et endroits ordinaires et accoutumées de cette ville, le treize du mois d'Avril prochain, pour en venir à de nouvelles criées et enchères le dix septieme jour du dit mois d'Avril prochain, huit heures du matin; auquel jour il sera procédé definitivement et sans remise à la vente et adjudication au plus offrant et dernier encherisseur de la susdite terre et habitation, et où tantes personnes seront reçues à couvrir la susdite enchère aux susdites charges, clauses et conditions, ordonnons en conséquence que nouvelle sommation sera faite au Sr. Demandeville à ce qu'il ait à être présent le dit jour à la dite adjudication, et a y faire trouver enchérisseur si bon lui semble, sinon, et à faute de ce faire, qu'il y sera procédé tant en sa présence qu'absence, et avons signé.

(Signé) PONTALBA,
CH. DELARONDE,
DELALANDE,
RAGUET.

Et le dix septieme jour du dit mois d'Avril au dit an, advenu huit heures du matin, nous conseiller commissaire, susdit et soussigné, accompagné de mon d. sieur le procureur général du Roi, du greffier et de l'huissier du conseil, nous sommes transportés à la barre de la cour, à l'effet de proceder definitivement et de quatrième et derniére criée à la vente et adjudication au plus offrant et dernier encherisseur de la susdite terre et habitation, où etant le sieurs de Pontalba et De la Ronde, en leur dite qualité, nous ont dit et déclaré qu'ils n'ont point fait faire de sommation au sieur Demandeville de se trouver présent à la d. adjudication, attendu qu'il n'a plus ancime prétention sur la dite habitation, ayant transigé avec lui concernant icelle; sur quoi, vû le procès verbal des publications et affiches publiées et apposées en conséquence dans tous les lieux et endroits ordinaires et accoutumées de cette ville par le Normand, huissier, en date du treize du présent mois, icelle vente et adjudication ayant même été cejourd'hui rendue publique au son de la caisse dans tous les carrefours de cette dite ville, et s'y étant trouvé

nombre d'encherisseurs, , nous avons de nouveau fait publier and proclamer à haute et intelligible voix par l'huissier crieur que l'on allait tout présentement proceder definitivement et de quatrième et dernière criée à la vente et adjudication au plus offrant et dernier enchérisseur d'une terre el habitation appartenant à la succession de defunts sr. et dame Brontin, située à environ une lieue au dessus et du même côté de cette ville, en remontant le fleuve, attenant d''un côté à l'abitation de la succession de feu sieur Delino, et de l'autre à celle du sieur Caminada, ayant onze arpens et demi de face sur toute la profondeur qui s'y pourra trouver, et suivant les airs de vent qu'elle doit courir, la dite terre se terminant en pointe dans sa dite profondeur, ainsi que les autres terres y attenant dans cette partie, ensemble tous les batimens qui sont dessus généralement quelconques, sans en rien reserver ni retenir, avec aussi la quantité de dix arpens et demi de terre de face à prendre des limites qui terminent les quarante arpens de profondeur de la terre du dit feu Sr. Delino, sur pareillement toute la profondeur qui s'y pourra trouver, et suivant les airs de vent qu'elle doit courir, cette portion de terre appartenant egalement à la succession de mon dit feu Sr. Brontin qui se l'est réservée lors qu'il vendit les dix arpens et demi sur deux lignes paralleles de la devanture au dit feu Sieur Delino sur quarante de profondeur seulement, suivant qu'il parait par les titres qui en seront remis à l'adjudicataire tel et ainsi que le tout se poursuit et comporte, circonstances et dependances, san en rien reserver ni retenir, aux charges, clauses et conditions par l'adjudicataire de payer le prix de son adjudication un tiers comptant avec tous les frais faits pour y parvenir, et les deux autres tiers à la fin du mois de Decembre de la présente année, en par lui donnant bonne et suffisante caution, sur quoi, l'enchère dernière de la somme de quinze mille livres mise par le Sr. De la Ronde, a été couverte par le Sieur Girandeau, à seize mille livres; par le Sieur Thomassin, à vingt mille livres; par le Sr. Girandeau, à vingt deux mille livres; par le Sr. De Pontalba, à vingt trois mille livres; par le Sieur Girandeau, à vingt quatre mille livres; par le Sieur De la Ronde, à vingt cinq mille livres; par le Sieur Girandeau, à vingt six mille livres; par le Sr. Thomassin, à vingt sept mille livres; par le Sr. Girandeau, à vingt sept mille cinq cents livres; par le Sr. De Pontalba, à vingt huit mille livres; par le Sr. Girandeau, à vingt huit mille cinq cents livres; par le Sr. De Pontalba, à trente mille livres; par Mr. De la Ronde, à trente mille cent livres; par Mr. De Pontalba, à trente mille deux cents livres; par le Sr. Villars, à trente mille trois cents livres; par le Sr. Girandeau, à trente mille six cents livres; par Mr. De Pontalba, à trente un mille livres; par le Sr. Girandeau, à trente trente mille cent livres; par le Sr. Villars, à trente un mille deux cents livres; par Mr. De Pontalba, à trente un mille cinq cents livres; par le Sr. Girandeau, à trente un mille six cents livres; par le Sr. De Pontalba, à trente un mille sept cents livres; par le Sr. Villars, à trente deux mille livres; par le Sr. De Pontalba, à trente deux mille cent livres; par le Sr. Villars, à trente deux mille deux cents livres; par le Sr. De Pontalba, à trente deux mille trois cents livres; par le Sr. Villars, à

trente deux mille quatre cents livres; par le Sr. De Pontalba, à trente deux mille cinq cents livres; par le Sr. Villars, à trente trois mille livres; par le Sr. De Pontalba, à trente quatre mille livres; par le Sr. Villars, à trente quatre mille cent livres; par le Sr. De Pontalba, à trente quatre mille cinq cents livres; par le Sr. Villars, à trente quatre mille six cents livres; par le Sr. De Pontalba, à trente cinq mille livres; par le Sr. Villars, à trente cinq mille cent livres; par le Sieur De Pontalba, à trente cinq mille six cents livres; par le Sr. Villars, à trente six mille livres; par le Sr. De Pontalba, à trente six mille six cents livres; par le Sr. Villars, à trente sept mille cent livres; par le Sr. De Pontalba, à trente sept mille six cents livres; par le Sr. Villars, à trente huit mille livres; par le Sr. De Pontalba, à trente huit mille cent livres, par le Sr. Villars, à trente huit mille sept cents livres; par le Sr. De Pontalba, à trente neuf mille cinq cents livres; par le Sr. Villars, à trente neuf mille six cents livres, par le Sr. De Pontalba, à trente neuf mille sept cents livres; et après avoir attendu jusqu'à dix heures sonnées, sans qu'l se soit présenté aucun autre enchérisseur pour couvrir la dite enchère, du consentemente des parties interessées et de mon dit sr. le procureur général du Roi, nous conseiller commissaire susdit et soussigné avons adjugé et adjugeons definitivement, purement et simplement, la susdite terre et habitation, bâtimens, circonstances, et dependances, en l'etat que le tout se poursuit et comporte, à mon dit Sr. De Pontalba, comme plus offrant et dernier enchérisseur, à la dite somme de trente neuf mille sept cents livres, qu'il a promis payer comme dit est, savoir, un tiers incessament et les deux autres tiers à la fin du mois de Décembre prochain, entre les mains des co-heritiers de la succession de défunts sr. et dame Brontin, et de payer incessament entre les mains du greffier tous les frais faits pour y parvenir, pour sûreté de quoi el oblige, affecte, et hypotheque tous ses biens meubles et immeubles, presens et à venir, au moyen de quoi il demeurera bien et libre possesseur de la dite terre, habitation, bâtimens, circonstances, et dépendances, pour, par lui et les siens en faire, jouir, et disposer en toute proprieté et comme d'un bien à lui appartenant.

Donné à la barre de la cour, à la Nouvelle Orleans, les jour, mois, et an que dessus; et ont signé.

(Signé) CH. DE LA RONDE,
PONTALBA,
DELALANDE,
RAGUET.

Pour copie conforme à l'original etant en mon étude pour recours.

En foi de quoi j'ai signé les présentes et y ai apposé le sceau de mon office, à la Nouvelle Orleans, le trente et un Août, mil huit cent trente six. [SEAL.]

(Signed) LOUIS T. CAIRE, *Not. Pub.*

Recorded in land office at New Orleans, January 26th, 1837.

(Signed) A. LAFFERRANDERIE, *Dy. Reg'r.*

(*Translation of the foregoing document "F', No. 2."*)

In the year seventeen hundred and sixty, the seventh of March, eight o'clock in the morning, by virtue of an order of the supreme council of the province of Louisiana, under date of the ninth of February last, rendered at the request of Mr. Delfant de Pontalba, De la Ronde, and Ignace Brontin, co-heirs in the succession of the deceased Mr. and Mrs. Brontin, plaintiffs, versus Mr. Marigny Demandeville, also co-heirs in the said succession, defendant, the said order decreeing, according to the opinions of the King's attorney general, that the immovables unsold belonging to said succession, should be immediately sold to the highest and last bidder, &c., &c. Charles Marie Delalande Dapremont, councillor judge of said council, commissioner nominated to that effect, accompanied by Mr. Jean Baptiste Raguet, councillor of said council, acting as the King's attorney general, have transported ourselves to the bar of the court with the clerk and usher of said council, for the purpose of receiving the first outcry and bid for a parcel of land and plantation belonging to said succession, where being as per process verbal of the publications and announcements published and affixed at all usual and customary places in this city of New Orleans, by Marin Le Normand, usher, under date of the second of this present month, and there being a good number of bidders, we caused to be published and proclaimed in a loud and intelligible voice, and public crying by the usher, that they would immediately proceed for the first time and the first call and bid, to the sale and adjudication to the highest and last bidder of the land and a plantation belonging to the succession of the deceased Mr. and Mrs. Brontin, situated at about one league above and on the same side of this city, going up the river, adjoining on one side the plantation of the succession of Mr. Delino, deceased, and on the other that of Mr. Caminada, having about eleven and a half arpents front by the whole depth which might be found, and following the point it runs to, the said land closing to a point in its said depth, together with all the buildings thereon, without any reservation nor exception, and moreover the quantity of ten and one half arpents of ground front, from the limits of the forty arpents depth of the land of the deceased Mr. Delino, by the whole depth which might be found, and following the point of the compass to which it runs; this portion of ground also belonging to the succession of the said Brontin, deceased, who reserved the same for himself at the time that he sold to the late Mr. Delino the ten and a half arpents from the front part, by forty arpents depth only between parallel lines, as it appears by the titles which will be delivered to the highest bidder, as the whole stands with appurtenances and dependencies, under the responsibility, clauses, and conditions on the part of the highest bidder to pay the price thereof, as follows, to wit, one third in cash with all costs incurred, and the other two thirds at the end of the month of December of the present year, by furnishing good and sufficient security; upon which Mr. De la Ronde presented himself, who bid for said lands with the appurtenances, the price and sum of twelve thousand pounds,

which bid was covered by Mr. Caminada to twelve thousand three hundred pounds, by Mr. Fusillier to twelve thousand five hundred pounds, by Mr. Pictet to twelve thousand eight hundred pounds, by Mr. Sougy to thirteen thousand pounds, by Mr. Thomassin to thirteen thousand five hundred pounds, by Mr. De la Ronde to thirteen thousand eight hundred pounds, by Mr. Marin to thirteen thousand nine hundred pounds, by Mr. La Ronde to fourteen thousand pounds, and after *waited* till it struck ten o'clock, without any other bidders presenting themselves to cover the said bid, we, the aforesaid councillors, commissioners, and subscribers, did by consent of said King's attorney general, and of the parties interested, order and do order, that new publications be made in all public and customary places in this city, Sunday next, the ninth of this present month, so as to make new crying and bidding on the fourteenth of same month, at eight o'clock in the morning, on which day all or any persons will be allowed to cover said bid on the above clauses and conditions, and thereupon we have signed.

(Signed,) PONTALBA,
CH. DE LA RONDE,
DE LA LANDE,
RAGUET.

And on the said day, the fourteenth of March, of said year, eight o'clock in the morning, by virtue of our above mentioned order, and at the request of the aforementioned persons, we, councillor, judge, comissioner aforesaid and undersigned, accompanied by the said attorney general of the King, the clerk and usher of the council, transported ourselves at the bar of the court for the purpose of receiving the second bids for said land and plantation, at which place the process verbal of the publications and announcements, published in all usual and customary places in this city, being exhibited by Le Normand, usher, under date of the ninth of the present month, and having found there a number of bidders, the aforesaid clauses and conditions having been read and explained in a loud and intelligible voice by the usher cryer, the last bid of fourteen thousand pounds, made by said Mr. De la Ronde, was covered by Mr. Larche by that of fourteen thousand three hundred pounds; by Mr. Pictet, to fourteen thousand five hundred pounds; by Mr. Thomassin, to fourteen thousand six hundred pounds; by Mr. Marin, to fourteen thousand seven hundred pounds; by Mr. Jourdain, to fourteen thousand eight hundred pounds; by Mr. Caminada, to fourteen thousand nine hundred pounds; by Mr. De la Ronde, to fifteen thousand pounds; and after having waited until ten o'clock without any other bidders having presented themselves to cover the said bid, by consent of the King's attorney general and the parties interested, we, undersigned councillor commissioner, have ordered, and [do] order that new publications be made, and affixed at all usual and customary places in this city, Sunday next, the sixteenth of this month, so as to have new auction on Friday, the twenty-first of same month, at eight o'clock in the morning, on which day all persons would be admitted to cover said bid, according to the above clauses and conditions, and we order in

consequence thereof that said Mr. Marigny de Mandeville be summoned in his said quality, so that he may be present the said day at the sale and definitive adjudication which will be made of said land and plantation, and to have out bidders there if he should think fit; if not, and in default thereof, to proceed to the said sale and adjudication both in his presence or absence, and we have signed.

Signed, PONTALBA,
CH. DE LA RONDE,
DE LA LANDE,
RAGUET.

And on said twenty-first day of March, in said year seventeen hundred and sixty, eight o'clock in the morning, by virtue of our decree, and at the request of the above named persons, we, councillor, judge, [and] commissioner aforesaid and undersigned, accompanied by the said attorney general of the King, the clerk, and usher of the council, transported ourselves at the bar of said court, so as definitively to proceed to the last outcry and auction of the sale and adjudication to the highest and last bidder for said ground and plantation; where being exhibited the process verbal of the publications and announcements published at all usual and customary places, in this city of New Orleans, by Marin Le Normand, usher, under date of the sixteenth of the present month, together with the summons made on the nineteenth of the present month by Bary, usher to the said Demandeville, in his said quality, to be present at the said sale, and there to have outbidders, if he should think fit; if not, and in default thereof, that the said adjudication would be proceeded with, whether in his presence or absence; the said sale and adjudication having to-day been made public by the beat of the drum in all the crossways of this said city, and after having waited till about 10 o'clock, without any bidders presenting themselves to cover the bid of fifteen thousand pounds made by said Mr. de la Ronde, at the request of said de la Ronde, as well in his quality as attorney in fact of Mr. Pontalba, and by consent of the said King's attorney general, we, councillor, judge, commissary aforesaid and undersigned, have decreed and order that new announcements be published and affixed at all usual and customary places in this city the thirteenth of April next, so as to have a new sale and bid on the seventeenth of said month of April next, at eight o'clock in the morning, on which day the sale and adjudication of said ground and plantation would definitively and without put off be made to the last and highest bidder, and where all persons would be admitted to cover the said bid, according to said clauses and conditions; in consequence thereof we order that new summons be made to said Demandeville, so that he may be present on the said day at said adjudication, there to have outbidders, if he should think fit; if not, and in default thereof, the said sale and adjudication would be proceeded to, as well in his presence as absence; and we have signed. (Signed) PONTALBA,
CH. DE LA RONDE,
DELALANDE,
RAGUET.

And the seventeenth of said month of April of said year, eight o'clock in the morning, we, the said councillor, judge, commissioner, and undersigned, accompanied by the said King's attorney general, clerk, and usher of the council, transported ourselves at the bar of the court, for the purpose of proceeding definitively, and at the fourth and last outcry, to the sale and adjudication of said ground and plantation, where the said Messrs. de Pontalba and de la Ronde, in their said quality, being present, declared to us that they had not summoned the said Demandeville to be present at the said adjudication, inasmuch as he had no more claims to said plantation, they having agreed and settled with him for his said claims; upon which the process verbal of the publications and placards having been published and affixed at all the usual and customary places in this city, by Le Normand, usher, under date of the thirteenth of the present month, the sale and adjudication having this very day been published by the beat of the drum in all crossways of this said city; and having found there a number of bidders, we again caused to be published and proclaimed in a loud and intelligible voice, by the usher, that we would now proceed definitively, and for the fourth and last outcry, to the sale and adjudication, to the highest and last bidder, of a piece of land and plantation belonging to the succession of the deceased Mr. and Mrs. Brontin, situate at about one league above and on the same side of this city, going up the river; adjoining on one side the plantation of the succession of Mr. Delino, deceased, and on the other that of Mr. Caminada, having eleven and one half arpents front by the whole depth which might be found, and following the point of the compass, the said land ending in a point in its said depth, like the other land adjoining it, in that part; with all the buildings thereon, without any reserve or exception; with all the quantity of ten and a half arpents of land front to be taken from the limits of the forty arpents depth of land of said Mr. Delino, deceased, by the whole depth which might be found there; and following the point of the compass it has to run, this portion of land belonging likewise to the succession of said Mr. Brontin, deceased, who reserved it to himself at the time he sold the ten and a half arpents between parallel lines from the front part to said Mr. Delino, deceased, by forty arpents in depth only, as appears by the titles, which will be delivered to the highest bidder, as the whole stands, appurtenances, and dependencies, without reserve, under the clauses and conditions on the part of the purchaser to pay the price of his adjudication, one-third cash, with all costs incurred thereon, and the other two-thirds at the end of the month of December of the present year, by giving good and sufficient security; upon which the last bid of the sum of fifteen thousand pounds, made by Mr. De la Ronde was covered by Mr. Girandeau, to sixteen thousand pounds; by Mr. Thomassin, to twenty thousand pounds; by Mr. Girandeau, to twenty-two thousand pounds; by Mr. De Pontalba, to twenty three thousand pounds; by Mr. Girandeau, to twenty-four thousand pounds; by Mr. De la Ronde, to twenty-five thousand pounds; by Mr. Girandeau, to twenty-six thousand pounds; by Mr. Thomassin, to twenty-seven thousand pounds;

by Mr. Girandeau, to twenty-seven thousand five hundred pounds; by Mr. De Pontalba, to twenty-eight thousand pounds; by Mr. Girandeau, to twenty-eight thousand five hundred pounds; by Mr. De Pontalba, to thirty thousand pounds; by Mr. De la Ronde, thirty thousand one hundred pounds; by Mr. De Pontalba, to thirty thousand two hundred pounds; by Mr. Villars, to thirty thousand three hundred pounds; by Mr. Girandeau, to thirty thousand six hundred pounds; by Mr. Pontalba, to thirty-one thousand pounds; by Mr. Girandeau, to thirty-one thousand one hundred pounds; by Mr. Villars, to thirty-one thousand two hundred pounds; by Mr. De Pontalba, to thirty-one thousand five hundred pounds; by Mr. Girandeau, to thirty-one thousand six hundred pounds; by Mr. Pontalba, to thirty-one thousand seven hundred pounds; by Mr. Villars, to thirty-two thousand pounds; by Mr. De Pontalba, to thirty-two thousand one hundred pounds; by Mr. Villars, to thirty-two thousand two hundred pounds; by Mr. Pontalba, to thirty-two thousand three hundred pounds; by Mr. Villars, to thirty-two thousand four hundred pounds; by Mr. Pontalba, to thirty-two thousand five hundred pounds; by Mr. Villars, to thirty-three thousand pounds; by Mr. De Pontalba, to thirty-four thousand pounds; by Mr. Villars, to thirty-four thousand one hundred pounds; by Mr. De Pontalba, to thirty-four thousand five hundred pounds; by Mr. Villars, to thirty-four thousand six hundred pounds; by Mr. De Pontalba, to thirty-five thousand pounds; by Mr. Villars, to thirty-five thousand one hundred pounds; by Mr. De Pontalba, to thirty-five thousand six hundred pounds; by Mr. Villars, to thirty-six thousand pounds; by Mr. De Pontalba, to thirty-six thousand six hundred pounds; by Mr. Villars, to thirty-seven [thousand] one hundred pounds; by Mr. De Pontalba, to thirty-seven thousand six hundred pounds; by Villars, to thirty-eight thousand pounds; by Mr. De Pontalba, to thirty-eight thousand one hundred pounds; by Mr. Villars, to thirty-eight thousand seven hundred pounds; by Mr. De Pontalba, to thirty-nine thousand five hundred pounds; by Mr. Villars, to thirty-nine thousand six hundred pounds; by Mr. Pontalba, to thirty-nine thousand seven hundred pounds; and after having waited till the clock struck ten without any other bidders presenting themselves to cover said bid, by consent of the parties interested, and the said King's attorney general, we, councillor, judge, commissioner aforesaid, and undersigned, have adjudged, and do hereby definitively, purely, and plainly, adjudge the said land, plantation, buildings, appurtenances, and dependencies, as the whole now stands, to the said Mr. De Pontalba, as the highest and last bidder, at the sum of thirty-nine thousand seven hundred pounds, which he has promised to pay as aforesaid, to wit, one-third immediately, and the other two-thirds at the end of the month of December next, into the hands of the co-heirs of the successions of the deceased Mr. and Mrs. Brontin, and to pay immediately into the hands of the clerk all costs incurred, for the security of which he binds, mortgages, and hypothecates all his moveable and immoveable goods, present and future; in consideration of which he remains good and free possessor of said land, plantation,

buildings, appurtenances, and dependencies, for him and his, to do, enjoy, and dispose of in full property, and as to him belonging.

Granted at the bar of the court at New Orleans, the day, month, and year as above, and we have signed.

(Signed) CH. DE LA RONDE,
PONTALBA,
DELALANDE,
RAGUET.

A true copy of the original in my office for reference.

In faith whereof I have signed these presents and have affixed my seal of office, at New Orleans, the thirty-first August, eighteen hundred and thirty-six. [SEAL.]

LOUIS T. CAIRE, *Not. pub.*

Recorded in land office at New Orleans, January 26, 1837.

A. LAFFERANDERIE, *Dep. Reg.*

2°. The plaintiff offered in evidence document marked "F, No. 3," purporting to be a certified copy of the adjudication of plantation, &c., to Dargentan, at the request of the heirs of Pontalba; which document is as follows:

L'an mil sept cent soixante, et le sizième jour de mois d'Août, à trois heures de relevé, à la requête du sieur Fusellier De La Claire, au nom et comme executeur testamentaire de défunt sieur Default de Pontalba, en son vivant, capitaine d'infanterie en cette colonie, et tuteur des enfans mineurs du dit défunt, suivant son testament et l'avis des parens et amis des dits mineurs, homologués en justice, le quatorze du mois de Juillet dernier, et en execution de notre ordonnance du vingt trois du dit mois, étant au bas d'icelle requête; nons, Vincent Gaspard, Pierre Rochemore, chevalier conseiller du roi en ses conseils, commissaire général de la marine, ordonnateur et premier magistrat en la province de la Louisiane, accompagné de Mr. Jean Baptiste Raguet, conseiller au conseil superieur de cette province, y faisant fonctions de procureur général du roi, du greffier, et de l'huissier du dit conseil, nous sommes transportés à la barre de la cour, à l'effet de recevoir les primières criées et enchères, sur une terre et habitation appartenant à la succession du dit defunt sieur Delfant de Pontalba, où étant, vû le procès verbal des publications et affiches publiées et apposées en conséquence dans tous les lieux, et endroits, et accoutumés de cette ville de la Nouvelle Orleans, par Le Normand, huissier, en date du vingt sept du dit mois de Juillet dernier, et s'y étant trouvé nombre d'encheresseurs, nous avons fait publier et proclamer à haute et intelligible voix, par l'huissier crieur, que l'on allait tous présentement proceder pour la première fois, et de première criée, à la vente et adjudication, au plus offrant et dernier encherisseur, d'une terre et habitation appartenant à la succession de défunt sieur Delfant de Pontalba, située à environ une lieue au dessus, et du même

côté de cette ville, en remontant la fleuve, attenant d'un côté à l'habitation de la sucession de défunt sieur Delino, et de l'autre à celle du sieur Caminada; la dite terre ayant onze arpens et demi de face, sur la profondeur, et les airs de vent qu'elle peut courir, laquelle habitation formait ci-devant un angle isocele, dont la base faisant face au fleuve, avait vingt deux arpens de face sur quatre vingt de profondeur; mais le sieur Brontin, à qui elle appartenait, en ayant vendu au sieur Delino la quantité de dix arpens et demi de face, sur quarante seulement de profondeur, et sur de lignes paralleles, l'excédant du dit angle forme consequemment la superficie de la terre et habitation que l'on vend presentement; sur laquelle sont construits une maison principale, une cuisine, un magazin, une sècherie, un colombier, un poulailler, sept cabans à nègres, sept cuves à indigoterie, avec les cour, jardin et clotûres ensemble, toutes les recoltes qui sont actuellement pendantes par les racines, circonstances et dépendences, sans en rien réserver ni retenir, et en l'état que le tout se poursuit et comporte; la dite et adjudication, aux charges, clauses, et conditions par l'adjudicataire de payer, comptant et avant d'être mis en possession, le prix de son adjudication, avec tous les fraits faits pour y parvenir, et comme le sieur Livaudais, fils, s'étoit obligé par un marché sous seing privé, fait entre lui et défunt sieur Pontalba, de faire et parfaire sur la sus-dite habitation, deux colombiers, pour la somme de deux mille livres, à compte de laquelle il a déjà reçu du dit défunt celle de mille livres, a été convenu et accordé que l'adjudicataire de la dite habitation, acceptant le dit marché à ses risques; et qu'en conséquence, il paiera en outre du prix de son adjudication la ditte somme de mille livres, restant entre les mains du dit sieur Livaudais, aussitôt qu'il aura livré les dits colombiers faits et parfaits au desir du dit marché, dont copie collationnée lui sera remise, suivant lequel marché les débris et materiaux du vieux colombier qui est actuellement sur la ditte habitation, appartiennent au dite sieur Livaudais. Toutes lesquelles sus-dites conditions ayant été lues et expliquées plusieurs fois à haute et intelligible voix par l'huissier crieur, s'est présenté le sieur Caminada qui a mis la dite terre, habitation, circonstances, et dépendances, ci-dessus détaillées, à la somme de douze milles livres, laquelle enchère a été couverte par le sieur Laforcade à celle de treize mille livres, par le sieur Arnoult à quatorze mille livres, par le sieur Pictet à quatorze mille cinq cents livres, par le sieur Thomassin à quinze mille livres, et après avoir attendu jusqu'à cinq heures sonnées, sans qu'il se soit présenté aucun autre enchèrisseur par couvrir la dite enchère, du consentement de mon dit sieur le procureur général du roi, et du dit sieur Fusellier De La Caire en sa qualité, nous, commissaire général de la marine, ordonnateur en cette province sus-dit et soussigné, avons ordonné et ordonnant, que nouvelles affiches seront publiées et apposées dans tous les lieux et endroits ordinaires et accoutumés de cette ville, dimanche prochaine, dixième jour du dit présent mois, pour en venir à la nouvelles criées et enchères, le vingtième jour du même mois, à trois heures de relevé; auquel jour toutes personnes seront reçues à couvrir la sus-dite

enchère, aux sus-dites clauses et conditions. A la Nouvelle Orleans, les sus-dites jour, mois, et an, et avons signé.

(Signé) FUSELIER DE LA CLAIRE.
" RAGUET.
" ROCHEMORE.

Et le dit jour, vingtième d'Août, au dit an, advenu, à trois heures de relevé, en vertu de notre ordonnance du six du dit présent mois, nous, commissaire général de la marine, ordonnateur et primier magistrat en cette province, sus-dit et soussigné, accompagné de mon dit sieur le procureur général du roi, du greffier et de l'huissier du conseil, nous sommes transportés à la barre de la cour, à l'effet de recevoir les secondes criées et enchères sur la sus-dite terre et habitation, où étant, vu le procès verbal des publications et affiches publiées et apposées en conséquence, dans les lieux et endroits ordinaires et accoutumés de cette ville, par le Normand, huissier, en date du dix du dit présent mois, et après y avoir attendu jusqu'à cinq heures sonnés, sans qu'il se soit présenté aucun encherisseur pour couvrir l'enchère derniere de la somme de quinze mille livres mise par le sieur Thomassin, du consentement de mon dit sieur le procureur général du roi, et du sieur Fusellier De la Claire, en sa qualité, nous avons ordonné et ordonnans que nouvelles affiches seront publiées et apposées dans tous les lieux et endroits ordinaires et accoutumés de cette ville Dimanche prochain, vingt quatrième jour du présent mois, pour en venir à de nouvelles criées et enchères, le trosiême jour du mois de Septembre prochain, à trois heurs de relevé; auquel jour, toutes personnes seront reçues à couvrir la susdite enchère, aux susdites clauses et conditions. A la Nouvelle Orleans, les jour, mois, et an que dessus, et avons signé.

(Signé) FUSELIER DE LA CLAIRE.
" RAGUET.
" ROCHEMORE.

Et le dit jour troisieme Septembre au dit an advenu, à trois heures de relevé, en vertu de notre ordonnance du vingt Août dernier, nous commissaire général de la marine, ordonnateur et premier magistrat, en cette province, susdit et soussigné, accompagné de mon dit sr. le procureur général du roi, du greffier et de l'huissier du conseil, nous sommes transportés à la barre de la cour, à l'effet de proceder definitivement et de troisième criée, à la vent et adjudication au plus offrant et dernier enchèrisseur de la susdite terre et habitation, où étant, vu le procès verbal des publications et affiches publiées et apposées en consequence par le Normand, hussier, dans tous les lieux et endroits ordinaires et accoutumés de cette ville en date du vingt quatre Août dernier, et après y avoir attendu jusqu'à cinq heures sonnées, sans qu'il se soit présente aucun enchérésseur pour couvrir l'enchère derniere de la somme de quinze mille livres, mise par le sieur Thomassin, du consentement de mon dit sr. le procureur général du roi et du dit sieur Fusellier de la Claire en sa qualité, nous avons ordonné et ordonnons que nouvelles affiches seront publiées et apposées dans tous les lieux et endroits ordinaires et accoutumés de cette ville,

Dimanche prochain, septieme du présent mois, pour en venir à de nouvelles criées et enchères, le seize du dit mois à trois heures de relevé, auquel jour il sera procédé définitivement, et de quatriéme et derniere criée, à la vente et adjudication, au plus offrant et dernier enchèrisseur de la susdite terre et habitation, et où toutes personnes seront reçues à couvrir la susdite enchère aux susdites clauses et conditions.

A la Nouvelle Orleans, les jour, mois, et an que dessus; et avons signé.

(Signed) FUSELIER DE LA CLAIRE,
RAGUET,
ROCHEMORE.

Et le dit jour seizieme Septembre, au dit an mil sept cent soixante advenu, à trois heures de relevé, en vertu de notre ordonnance du trois du présent mois, et aussi en execution de l'arrêt du conseil superieur de cette province, vendu le six du dit présent mois, portant que pour mettre fin à toutes procédures inutiles, le Sr. de la Ronde, ainsi que d'autres opposans à la vente des meubles et immeubles de la succession de feu Sr. de Pontalba seront déboutés de leurs demandes et oppositions; leur fait dèfenses d'en faire d'autres, et en consequence, ordonne au Sr. Fusellier de la Claire en sa qualité, de faire proceder incessament aux dites ventes, attendu qu'il a déjà des nègres malades, dont la maladie pourrait devenir serieuse et prejudiciable aux mineurs, pour les fonds en provenant être placés aux plus grand avantage des dits mineurs, les loyers qu'on en pourrait tirer ne pouvant suffire à leurs pensions, et que d'ailleurs c'est l'intention du défunt, portée par son testament qui a été confirmé et homologué en justice le quatorze Juillet dernier, en vertu de l'assemblée des parens et amis des d. mineurs qui a été pareillement confirmée pour être exécutée selon sa forme et teneur. Nous, chevalier, conseiller du roi en ses conseils, commissaire général de la marine, ordonnateur et premier magistrat en cette province, susdit et soussigné, accompagné de mon dit sr. le procureur général du roi, du greffier et de l'huissièr du conseil, nous sommes transportés à la barre de la cour, à l'effet de proceder définitivement et de dernière criée, à la vente et adjudication au plus offrant et dernier enchèrisseur de la susdite terre et habitation, où étant, vu le procès verbal des publications et affiches publiées et apposées en conséquence dans tous les lieux et endroits ordinaires et accoutumés de cette ville de la Nouvelle Orleans, par Le Normand, huissier, en date du sept du présent mois, icelle vente et adjudication ayant été ce jourd'hui rendue publique au son de la caisse dans tous les carrefours de cette ville, et s'y étant trouvé nombre d'enchèrisseur, nous avons de nouveau fait publier et proclamer à haute et intelligible voix, par l'huissier crieur, que l'on allait tout présentement proceder définitivement et de quatrième et dernière criée, à la vente et adjudication, au plus offrant et dernier enchèrisseur, d'une terre et habitation, appartenant à la succession de défunt Sr. Delfant de Pontalba, située à environ une lieue au dessus et du même côté de cette ville, en remontant le fleuve, attenant d'un côté à l'habitation de la succession de défunt Sr. Delino, et de l'autre à celle du Sr. Caminada; la d. terre ayant onze arpens et demi de face, sur la profondeur et les airs de vents

qu'elle peut courir; laquelle habitation formait ci-devant un angle isocèle, dont la base faisant face au fleuve avait vingt deux arpens de face sur quatre vingts de profondeur, mais le Sr. Brontin à qui elle appartenait, en ayant vendu au sieur Delino, la quantité de dix arpens et demi de face sur quarante seulement de profondeur et sur deux lignes paralleles, l'excedant du dit angle forme consequemment la superficie de la terre et habitation que l'on vend présentement; sur laquelle sont construits une maison principale, une cuisine, un magasin, une secherie, un colombier, un poulailler, sept cabanes à nègres, sept cuves à indigoterie montées, avec les cour, jardin et clotures, ensemble toutes les recoltes qui tout actuellement pendantes par les racines, circonstances et dépendances sans en rien réserver ni retenir, et en l'état que le tout se poursuit et comporte présentement, la dite vente et adjudication, aux charges, clauses et conditions par l'adjudicataire de payer comptant et avant d'être mis en possession, le prix de son adjudication, avec tous les frais faits pour y parvenir, et comme le Sr. Livaudais, fils, s'était obligé par un marché sous seing privé fait entre lui et défunt Sr. de Pontalba, de faire et parfaire sur la susdite habitation, deux colombiers pour la somme de deux mille livres, à compte de laquelle il a déjà reçu du dit défunt celle de mille livres, a été convenu et accordé que l'adjudicataire de la dite habitation acceptera le dit marché à ses risques, et qu'en conséquence, il paiera en outre du prix de son adjudication, la dite somme de mille livres restant entre les mains du dit sieur Livaudais, aussitôt qu'il aura livré les dits colombiers faits et parfaits au désir du dit marché, dont copie collationnée lui sera remise, suivant lequel marché les débris et materiaux du vieux colombier qui est actuellement sur la dite habitation, appartiennent au dit Sr. Livaudais, toutes lesquelles susdites clauses et conditions ayant été lues et expliquées plusieurs fois à haute et intelligible voix par l'huissier crieur, l'enchère derniere de la somme de quinze mille livres, mise par le Sr. Thomassin a été couverte par le Sr. Brontin à celle de quinze mille cinq cents livres, par le Sr. Maxent à seize mille livres, par le Sr. Marin à dix sept mille livres, par le Sr. Songy à dix sept mille cinq cents livres, par le Sr. Marin à dix huit mille livres, et après avoir attendu jusqu'a cinq heures sonnées, sans qu'il se soit présente aucun autre enchèrisseur pour couvrir la dite enchère, en egard à ce que la dite habitation est encore bien éloignée de sa juste valeur, du consentement de mon dit sr. le procureur général du roi, et du dit Sr. Fusellier De la Claire en sa qualité, nous commissaire général de la marine, ordonnateur susdit et soussigné, avons ordonne et ordonnons que nouvelles affiches seront publiées et apposées dans tous les lieux et endroits ordinaires et accoutumés de cette ville, Dimanche prochain, vingt unième du présent mois, pour en venir à de nouvelles criées et enchères, le Lundi suivant vingt deuxième du dit mois à neuf heures du matin, auquel jour toutes personnes seront reçues à couvrir la susdite enchère aux susdites clauses, et conditions.

A la Nouvelle Orleans, les susdits jour, mois, et an, et avons signé.

(Signé) FUSELIER DE LA CLAIRE,
RAGUET,
ROCHEMORE.

Et le dit jour vingt deuxième du dit mois de Septembre, au dit an, mil sept cent soixante, advenu, à neuf heures du matin, en vertu de notre ordonnance du seize du dit présent mois, et en execution de l'arrêt du conseil superieur de cette province, rendu le six du dit présent mois, portant que pour mettre fin à toutes procédures inutiles, le Sr. De la Ronde, ainsi qui d'autres opposants, à la vente des meubles et immeubles de la succession de feu Sr. De Pontalba, seront déboutés de leurs demandes et oppositions, leur fait défenses d'en faire d'autres, et en consequence ordonne au Sr. Fusellier de la Claire en sa qualité, de faire proceder incessament aux dites ventes, attendu qu'il y a déjà des nègres malades dont la maladie pourrait devenir sérieuse et prejudiciale aux mineurs pour les fonds en provenant être placés au plus grand avantage des dits mineurs, les loyers qu'on en pourrait tirer ne pouvant suffire à leurs pensions, et que d'ailleurs c'est l'intention du défunt portée par son testament qui a été confirmé et homologué en justice, le quatorze Juillet dernier, en vertu de l'assemblée des parens et amis des dits mineurs qui a été pareillement confirmé pour être executé selon sa forme et teneur. Nous, Vincent Gaspard Pierre Rochemore, commissaire général de la marine, ordonnateur et premier magistrat en cette province, susdit et soussigné, accompagné de mon dit sr. le procureur général du roi, du greffier et de l'huissier du conseil, nous sommes transportés à la barre de la cour, à l'effet de procéder definitivement et pour la cinquieme et dernière criée, à la vente et adjudication, au plus offrant et dernier encherisseur de la susdite terre et habitation, où étant, vu le procès verbal des publications et affiches publiées et apposées en consequence dans tous les lieux et endroits ordinaires et accoutumés de cette ville de la Nouvelle Orléans, par Le Normand, huissier, en date du vingt un du présent mois, icelle vente et adjudication ayant été ce jourd'hui rendue publique au son de la caisse, dans tous les carrefours de cette ville, et s'y étant trouvés nombre d'encherisseurs, nous avons de nouveau fait publier et proclamer à haute et intelligible voix par l'huissier crieur, que l'on allait tout présentement procéder definitivement et de cinquième et dernière criée, à la vente et adjudication au plus offrant et dernier encherisseur, d'une terre et habitation appartenant à la succession de défunt Sieur Delfant de Pontalba, située à environ une lieue au dessus et du même côté de cette ville, en remontant le fleuve, attenant d'un côté a l'habitation de la succession de défunt Sr. Delino, et de l'autre à celle du Sr. Caminada; la dite terre ayant onze arpens et demi de face sur la profondeur, et les airs de vents qu'elle peut courir; laquelle habitation formait cidevant un angle isocèle, dont la base faisant face au fleuve avait vingt deux arpens de face sur quatre vingts de profondeur, mais le Sieur Brontin à qui elle appartenait, en ayant vendu au Sr. Delino, la quantité de dix arpens et demi de face, sur quarante seulement de profondeur et sur deux lignes parallèles, l'excédant du dit angle forme consequemment la superficie de la terre et habitation que l'on vend présentement, sur laquelle sont construits une maison principale, une cuisine, un magasin, une secherie, un colombier, un poulailler, sept

cabannes a nègres, sept cuves à indigoterie montées, avec les cour, jardin et clôture; ensemble toutes les recoltes qui sont actuellement pendantes par les racines, circonstances et dependances, sans en rien réserver ni retenir, et en l'état que le tout se poursuit et comporte présentement la dite vente et adjudication, aux charges, clauses, et conditions par l'adjudicataire de payer comptant et avant d'être mis en possession, le prix de son adjudication, avec tous les frais faits pour y parvenir; et comme le Sieur Livaudais, fils, s'était obligé par un marché sous seing privé fait entre lui et defunt Sr. De Pontalba, de faire et parfaire sur la susdite habitation, deux colombiers pour la somme de deux mille livres, à compte de laquelle il a déjà reçu du dit défunt celle de mille livres; l'adjudicataire de la dite habitation sera tenu d'accepter le dit marché à ses risques, et qu'en conséquence, il paiera en outre du prix de son adjudication, la somme de mille livres restant, à mon dit Sr. Livaudais aussitôt qu'il aura livré les dits columbiers faits et parfaits au desir du dit marché, dont copie collationnée lui sera remise, suivant lequel marché, les debris et matériaux du vieux colombiers qui est actuellement sur la dite habitation appartiennent au dit Sr. Livaudais. Toutes lesquelles susdites conditions ayant été lues et expliquées plusieurs fois à haute et intelligible voix par l'huissier crieur, sur quoi l'enchère dernière de la somme de dix huit mille livres mise par le Sr. Marin, a été couverte par le sieur Dargenton a vingt mille livres, par le Sr. Jung à vingt mille cinq cents livres, par le Sr. Villeré à vingt cinq mille livres, par le Sr. Jung à vingt six mille livres, par le Sr. Villeré à vingt sept mille livres, par le Sr. Jung à vingt neuf mille cinq cents livres, par le Sr. Villeré à trente mille livres, par le Sr. Jung à trente mille cinq cents livres, par le Sr. Dargenton à trente deux mille livres, par le Sr. Villeré à trente trois mille livres, par le Sr. Laforcade à trente quatre mille livres, par le Sr. Jung à trente quatre mille cinq cents livres, par le Sr. Dargenton à trente quatre mille sept cents livres, par le sieur Villeré à trente cinq mille livres, par le Sr. Laforcade à trente cinq mille deux cents livres, par le sieur Villeré à trente cinq mille quatre cents livres, par le Sr. Dargenton à trente cinq mille cinq cents livres, et après avoir attendu jusqu'à midi sonné, sans qu'il se soit présenté ancun autre encherisseur pour couvrir la dite enchère, du consentement de mon dit sieur le procureur général du roi, et du dit Sr. Fusellier de la Claire en sa qualité, nous commissaire général de la marine, ordonnateur sus dit et soussigné, avons adjudgé et adjugeons définitivement purement et simplement la d. terre et habitation avec toutes ses circonstances et dépendances, sans en rien réserver ni retenir, au dit sieur Dargenton, comme plus offrant et dernier enchèrisseur à la dite somme de trente cinq mille cinq cents livres, qu'il a promis et s'est obligé de payer incessament entre les mains du greffier, avec tous les frais faits pour parvenir à la d. adjudication, comme aussi d'executer toutes les autres conditions insérées au présent procès verbal, au moyen de quoi, il demeurera bien et libre possesseur des dites choses ci dessus à lui adjugées pour par lui et les siens en faire jouir et disposer en toute propriété, et comme d'un bien à lui appartenant.

Donné à la Barre de la cour, à Nouvelle Orleans, les susdits jour, mois, et au, et avons signé.

(Signed,) FUSELIER DE LA CHAIRE,
MARGENTON,
RAGUET,
ROCHEMARE.

Pour copie conforme à l'original resté en mon étude pour recours; en foi de quoi, j'ái signé le présent et y ai apposé le sceau de mon office, à la Nouvelle Orleans, le treize Août, mil huit cent trente six.

[SEAL.] (Signed) LOUIS T. CAIRE, *Not. Pub.*

Translation of the foregoing document "F, No. 3."

The year seventeen hundred and sixty, and the sixth day of the month of August, at three o'clock in the afternoon, at the request of Mr. Fusellier de la Claire, in the name and as testamentary executor of the deceased Mr. Delfant de Pontalba, in his lifetime captain of infantry in this colony, and tutor of the minor children of said deceased, according to his will and the opinion of the relation and friends of said minors, homologated in law, the fourteenth of July last, and in execution of our decree of the twenty-third of said month, being under the said request: We, Vincent Gaspard Pierre Rochemore, knight councillor of the King in his councils, commissioner general of the navy, orderer and first magistrate in the province of Louisiana, accompanied by Mr. Jean Baptiste Raguet, councillor in the supreme council of this province, there acting as the King's attorney general, the clerk and usher of said council, transported ourselves at the bar of the court for the purpose of receiving the first outcries and bids for a certain piece of land and plantation belonging to the succession of said deceased Delfant de Pontalba, where, seeing the process-verbal of the publications and public placards at all usual and customary places in this city of New Orleans, made by Le Normand, usher, under date of the twenty-seventh of said month of July last, and there being a number of bidders, we caused to be published and proclaimed, in a loud and intelligible voice by the usher crier, that we would presently proceed, for the first time and the first auction, to the sale and adjudication, to the highest and last bidder, of a piece of land and plantation, belonging to the succession of the deceased Mr. Delfant de Pontalba, situated at about one league above and on the same side of this city, going up the river, adjoining on one side the plantation of the succession of the deceased Mr. Delino, and on the other that of Mr. Caminada; the said land having eleven and one-half arpents front by the depth and point of compass it runs to, which plantation formed formerly an angle of two equal sides, of which the basis, fronting on the river, had twenty-two arpents front by eighty in depth, but Mr. Brontin, to whom it belonged, having sold to Mr. Delino the quantity of ten and a half arpents front by forty arpents only in depth, and between parallel lines, the overplus of said angle forms, consequently, the superficie of said land

and plantation which is now to be sold, on which are constructed a main house, a kitchen, a store, a dry-house, a pigeon house, a chicken house, seven negro cabins, seven tubs for the manufactory of indigo, with the yard, garden, and enclosure, together with the whole crop, which is actually hanging by the root, appurtenances and dependencies, without reserve or withhold, and in the condition in which the whole now is; the said sale and adjudication under the obligations, clauses, and conditions on the part of the highest bidder, to pay the price of his adjudication in ready money, and before being put in possession, with all costs incurred; and as Mr. Livaudais, fils, has bound himself by a bargain made under private signature between him and the deceased de Pontalba, to make and complete on said plantation two pigeon houses, for the sum of two thousand pounds, on account of which he has already received from said deceased one thousand pounds, it is covenanted and agreed, that the highest bidder for said plantation, accepting the said bargain at his risk, and that, in consequence, he will pay, besides the price of his adjudication, the said sum of one thousand pounds to the said Mr. Livaudais, as soon as he shall have delivered the said pigeon houses made and completed agreeably to said bargain, a compared copy of which will be delivered to him; according to which bargain the rubbish and materials of the old pigeon house, which is actually on said plantation, belong to said Mr. Livaudais; all which said conditions having been read and explained several times, in a loud and intelligible voice by the usher crier, Mr. Caminada being present, put the said land, plantation, appurtenances and dependences, above described, at the sum of twelve thousand pounds, which bid was covered by Mr. Laforcade, by that of thirteen thousand pounds; by Mr. Arnoult, of fourteen thousand pounds; by Mr. Pictet, of fourteen thousand five hundred pounds; by Mr. Thomassin, of fifteen thousand pounds; and, after having waited till the hour of five o'clock, without any other bidder presenting himself to cover said bid, by consent of the said King's attorney general and of said Fusellier de la Claire, in his quality, we, commissioner general of the navy, orderer of this province, aforenamed and undersigned, did decree and do order, that new publications be made and affixed at all usual and customary places in this city, Sunday next, tenth of said present month, to have new outcry and bids on the twentieth day of the same month, at three o'clock in the afternoon, on which day all persons will be admitted to cover said bid, according to the above clauses and conditions, at New Orleans, the said day, month, and year, and we have signed.

(Signed) FUSELIER DE LA CLAIRE,
ROCHEMORE,
RAGUET.

And on the said day, the twentieth of August, by virtue of our decree, at three o'clock in the afternoon, we, the commissioner general of the navy, orderer and first magistrate in this province aforesaid undersigned, accompanied by said King's attorney general, the clerk and

usher of the council, transported ourselves at the bar of the court for the purpose of receiving the second outcries and bids on said land and plantation, where the process verbal of the publications and public placards, in all usual and customary places in this city, having been made by the usher, Le Normand, under date of the tenth of the present month, and after having waited till the hour of five without any bidder having presented himself to cover the last bid of the sum of fifteen thousand pounds, made by Mr. Thomassin, by consent of the King's attorney general, and said Mr. Fusellier de la Claire, in his quality, we decreed and order that new placards be published and posted up at the usual and customary places in this city, Sunday next, the twenty-fourth day of the present month, to get new outcries and bids, the third of September next, at three o'clock in the afternoon, in which day all persons will be admitted to cover the above mentioned bid, under the clauses and conditions aforesaid.

At New Orleans, the day, month, and year as above, and we have signed.

Signed, FUSELIER DE LA CLAIRE,
RAGUET,
ROCHEMORE.

And the said third of September of said year, at three o'clock in the afternoon, by virtue of our decree of the twentieth of August last, we, commissioner general of the navy, orderer and first magistrate of this province, accompanied by the King's attorney general, the clerk and usher of the council, transported ourselves to the bar of the court, for the purpose of proceeding definitively to the third outcry of the sale and adjudication of the aforesaid land and plantation, where, exhibiting the process verbal of the publications and placards published and posted by Le Normand, usher, at all and customary places in this city, under date of the twenty-fourth of August last; and after having waited until five o'clock, without any bidder having presented himself, to cover the last bid of the sum of fifteen thousand pounds made by Mr. Thomassin, by consent of the king's attorney general, and said Fusellier de la Claire in his quality, we have decreed and order that new placards be published and posted up in all usual and customary places in this city, Sunday next, seventh of the present month, to have new outcries and bids the sixteenth of said month, at three o'clock in the afternoon, on which day it would be proceeded definitively, and for the fourth and last outcry, to the sale and adjudication to the last and highest bidder for the said land and plantation, and where all persons would be received to cover said bid after the said clauses and conditions.

At New Orleans, the day, month, and year as above, and we have signed.

(Signed) FUSELIER DE LA CLAIRE,
RAGUET,
ROCHEMORE.

And the said sixteenth September, in the said year seventeen hundred and sixty, at three o'clock in the afternoon, by virtue of our decree of the third of the present month, and also in execution of the decree of the supreme council of this province, rendered on the sixth of the present month, decreeing that, in order to put an end to all unnecessary proceedings, Mr. De la Ronde, and all other opponents to the sale of the moveables and immoveables of the succession of the deceased de Pontalba should be rejected in their demands and opposition, and prohibiting them from making others; and, in consequence, ordering Mr. Fuselier de la Claire, in his quality, to proceed immediately to the said sale, inasmuch as he has already negroes sick, whose sickness might become serious, and prejudicial to the minors, to place the funds accruing therefrom to the best advantage, the rents which are drawn therefrom not being sufficient for their sustenance; and, besides, that it is the intention of said deceased, mentioned in his will, which has been confirmed and homologated in law the fourteenth of July last, by virtue of the assembly of the relations and friends of said minors; which has also been confirmed, as being executed after its form and purports.

We, knight, councillor of the King in his councils, commissioner general of the navy, orderer and first magistrate in this province aforesaid, and undersigned, accompanied by the said King's attorney general, clerk and usher of the council, transported myself at the bar of the court, to proceed definitively to the last outcry, and sale, and adjudication, to the highest and last bidder, of said land and plantation; where, the procès verbal of said publications and posted up notices in all usual and customary places in this city of New Orleans being made by Le Normand, usher, under date of the seventh of the present month, said sale and adjudication having this day been published by the beat of the drum in all the crossways of this city, and there being a number of bidders, we again caused to be published and proclaimed, in a loud and intelligible voice by the usher crier, that we were presently going to proceed definitively, and for the fourth and last outcry, to the sale and adjudication, to the highest and last bidder, of land and a plantation, belonging to the succession of the deceased Delfant de Pontalba, situate at about one league above, and on the same side of this city going up the river, adjoining on one side the plantation of the succession of the deceased Delino, and on the other that of Mr. Caminada, the said land having eleven and a half arpents front, by the depth and point of compass it runs to, which said plantation formed formerly an angle of two equal sides, of which the basis fronting on the river had twenty-two arpents front by eighty in depth; but Mr. Brontin, to whom it belonged, having sold to Mr. Delino the quantity of ten and a half arpents front by forty only in depth, and between parallel lines, the overplus of said angle forms, consequently, the superficie of said land and plantation which are now to be sold; on which are constructed a main house, a kitchen, a store, a dry-house, a pigeon-house, a chicken-house, seven negro cabins, seven tubs for the making of indigo, with the yard, garden, and enclosures, with all the crops now actually on the roots, appurtenances and dependencies, without reserve or with-

hold, and in the condition as the whole now is; the said sale and adjudication at the clauses, conditions, and obligations, on the part of the and highest bidder, to pay the price of his adjudication in ready money, before being put in possession, with all costs incurred. And as Mr. Livaudais, fils, bound himself, by a bargain made under private signature between him and the deceased Pontalba, to make and complete on the said plantation two pigeon-houses for the sum of two thousand pounds, on account of which he has already received from said deceased that one thousand pounds, it is covenanted and agreed that the highest bidder for said plantation will accept the said bargain at his risk; and that, in consequence, he will pay, besides the price of his adjudication, the said sum of one thousand pounds yet due to the said Mr. Livaudais, as soon as he has delivered the said pigeon-houses, made and completed according to said bargain, a compared copy of which will be delivered to him, according to which bargain the rubbish and materials of the old pigeon-house now actually on said plantation belong to Mr. Livaudais. All which said clauses and conditions were read and explained several times in a loud and intelligible voice by the usher crier, the last bid of the sum of fifteen thousand pounds, made by Mr. Thomassin, was covered by Mr. Brontin to fifteen thousand five hundred pounds; by Mr. Maxant to sixteen thousand pounds; by Mr. Marin to seventeen thousand pounds; by Mr. Songy to seventeen thousand five hundred pounds; by Mr. Marin to eighteen thousand pounds. And after having waited until five o'clock, without any other bidder having presented himself to cover said bid, and in consideration that said plantation is yet far from its just value, by consent of the said King's attorney general, and of said Mr. Fusellier de la Claire, in his quality, we, commissioner general of the navy, orderer aforenamed and undersigned, have decreed and do order, that new publications be made and posted up in the usual and customary places in this city, Sunday next, twenty-first of the present month, to get at a new outcry and bids, the following Monday, the twenty-second of said month, at nine o'clock in the morning, on which day all persons will be admitted to cover said bid, after said clauses and conditions.

At New Orleans the day, month, and year as above, and we have signed.

(Signed) FUSELIER DE LA CLAIRE,
RAGUET,
ROCHEMORE.

And the said twenty-second of said month of September, in the said year seventeen hundred and sixty, at nine o'clock in the morning, by virtue of our decree of the sixteenth of the present month, and also in execution of the decree of the supreme council of this province, rendered the sixth of the present month, decreeing that, in order to put an end to all unnecessary proceedings, Mr. De la Ronde, and all other opponents to the sale of the moveables and immoveables of the succession of the deceased De Pontalba should be rejected in their demands and opposition, and prohibiting them from making others, and in con-

sequence ordering Mr. Fusellier de la Claire in his quality to cause to proceed immediately to the said sale, inasmuch as he has already negroes sick, whose sickness might become serious and prejudicial to the minors, to place the funds accruing therefrom to the best advantage, the rents which are drawn therefrom not being sufficient for their sustenance; and besides that, it is the intention of said deceased mentioned in his will, which has been confirmed and homologated in law the fourteenth July last past, by virtue of the assembly of the relatives and friends of said minors, which has also been confirmed as being executed after its form and purport: We, Vincent Gaspard Pierre Rochemore, commissioner general of the navy, orderer and first magistrate in this province, aforenamed and undersigned, accompanied by the said king's attorney general, the clerk and usher of the council, transported ourselves at the bar of the court to proceed definitively and for the last outcry, to the sale and adjudication to the highest and last bidder of said plantation, where the process verbal of said publications and posted up notices in all usual and customary places in this city of New Orleans, being made by Le Normand, usher, under date of the twenty-first of the present month, said sale and adjudication having this day been published by the beat of the drum in all the crossways of this city; and there being a number of bidders, we caused again to be published and proclaimed, in a loud and intelligible voice by the usher crier, that we were presently going to proceed definitively, and for the fifth and last outcry, to the sale and adjudication to the highest and last bidder of the land and plantation belonging to the succession of the deceased Delfant de Pantalba, situate at about one league above, and on the same side of this city, going up the river, adjoining on one side the plantation of the succession of the deceased Delino, and on the other that of Mr. Caminada, the said land having eleven and a half arpens front by the depth and point of compass it runs to; which plantation formed formerly an angle of two equal sides, of which the basis fronting on the river had twenty-two arpens front by eighty in depth; but Mr. Brontin, to whom it belonged, having sold to Mr. Delino the quantity of ten and a half arpens front by forty only in depth, and between parallel lines, the overplus of said angle forms consequently the superficie of said land and plantation which are now to be sold, on which are constructed a main house, a kitchen, a store, a dry-house, a pigeon house, a chicken house, seven negro cabins, seven tubs for the manufacture of indigo, with the yard, garden, and enclosures, with all the crops now actually hanging on the roots, appurtenances, and dependencies, without reserve or withhold, and in the condition as the whole now is, the said sale and adjudication under the obligations, clauses, and conditions, on the part of the highest bidder to pay the price of his adjudication in ready money, and before being put in possession, with all costs incurred; and as Mr. Livaudais, fils, bound himself by a bargain under private signature, made between him and the deceased De Pontalba, to make and complete on the above described plantation two pigeon houses for the sum of two thousand pounds, on account of which he has already received from said deceased that of one thousand pounds, it was cove-

nanted and agreed that the highest bidder for said plantation will accept said bargain at his risk, and that in consequence he will pay, besides the price of his adjudication, the said sum of one thousand pounds still due to the said Mr. Livaudais, as soon as he has delivered the said pigeon houses, made and completed according to said bargain, and compared copy of which will be delivered to him, according to which bargain the rubbish and materials of the old pigeon house, now actually on said plantation, belong to said Mr. Livaudais; all which said clauses and conditions were read and explained by the usher crier in a loud and intelligible voice, upon which the last bid of the sum of eighteen thousand pounds, made by Mr. Marin, was covered by Mr. Dargenton, to twenty thousand pounds, by Mr. Jung to twenty thousand five hundred pounds, by Mr. Villeré to twenty-five thousand, by Mr. Jung to twenty-six thousand, by Mr. Villeré to twenty-seven thousand pounds, by Mr. Jung to twenty-nine thousand five hundred pounds, by Mr. Villeré to thirty thousand pounds, by Mr. Jung to thirty-one thousand five hundred pounds, by Mr. Dargenton to thirty-two thousand pounds, by M. Villeré to thirty-three thousand pounds, by Mr. Laforcade to thirty-four thousand pounds, by Mr. Jung to thirty-four thousand five hundred pounds, by Mr. Dargenton to thirty-four thousand seven hundred pounds, by Mr. Villeré to thirty-five thousand pounds, by Mr. Laforcade to thirty-five thousand two hundred pounds, by Mr. Villeré to thirty-five thousand four hundred pounds, by Mr. Dargenton to thirty-five thousand five hundred pounds; and after having waited until twelve o'clock, without any other bidder having presented himself to cover said bid, by consent of the said king's attorney general, and said Mr. Fusellier de la Claire in his quality, we, commissioner general of the navy, orderer, aforenamed and undersigned, have adjudged, and adjudge definitively, purely, and plainly, the said land and plantation, with all appurtenances and dependencies, without any reserve or withhold, to the said Mr. Dargenton, as highest and last bidder, for the said sum of thirty-five thousand pounds, which he has promised and binds himself to pay immediately into the hands of the clerk, with all costs incurred, as also to perform all the other conditions inserted in the present procès verbal; in consideration of which he remains free and good possessor of the said things above adjudicated to him, so that he and his may do, enjoy, and dispose thereof in full property, and as to him belonging.

Granted at the bar of the court, at New Orleans, the day, month, and year aforesaid, and we have signed.

(Signed,) FUSELIER DE LA CLAIRE.
DARGENTON,
RAGUET,
ROCHEMORE.

A true copy of the original deposited in my office for reference.

In faith whereof I have signed these presents and have affixed my [SEAL.] seal of office, at New Orleans, the thirteenth of August, eighteen hundred and thirty-six.

LOUIS T. CAIRE, *Not. Pub.*

3d. The plaintiff offered in evidence document marked "F, No. 4," purporting to be a certified copy of a sale of property by Laforcade & Dargenton to Jacquelain; which document is dated 17th October, 1763, and is as follows:

Pardevant nous avocat en parlement, et notaire royal de la province de la Louisiane, residant à la Nouvelle Orleans, présence des temoins bas nommés et soussignés, furent présens Messieurs Laforcade y Dargenton, négocians en cette ville; lesquels reconnaissent et confessent avoir ci jourd'hui vendu, cédé, quitté, transporté, et delaissé, des maintenant et à toujours, et promis solidairement, l'un pour l'antre, un seul pour les deux, sans division ni discussion, à quoi ils renoncent, garantir de tous troubles, dons, donaires, hypothèques, dettes, evictions, alienations, substitutions, et autres empechemens généralement quelconques, à Monsieur Jacquelain ci-present et acceptant, acquéreur pour lui, ses hoires et ayans cause, une habitation située à environ une lieue au dessus et du même côté de cette ville, en remontant le fleuve, attenant d'un côté à la habitation de la succession de défunt Sr. Delino aujourd'hui Mr. La Ronde; et de l'autre côté à Mr. De Lahoussaye, ancien major de place, la dite terre et habitation ayant onze arpens et demi de face sur la profondeur et les airs de vent qu'elle peut courir; laquelle habitation formait ci devant un angle izocelle, dont la base, faisant face au fleuve, avait vingt et deux arpens de face sur quatre vingts de profondeur; mais, le Sr. Brontin, à qui elle appartenant, en ayant vendu au Sr. Delino la quantité de dix arpens et demi de face sur quarante seulement de profondeur, et sur deux lignes parallèles, l'excedant du dit angle doit former consequemment la superficie de la terre que les dits sieurs vendeurs aliènent actuellement, sur laquelle dite terre est construite une maison principale, une cuisine, un magasin, une sècherie, deux colombiers, un poulailler, quatre cabanes à nègres, avec le cour et jardin et clôtures neuves; ensemble cinq nègres et deux négresses, trente et deux têtes à cornes petites et grandes, trois chevaux, cinquante et cinq moutons, quatre cochons, cinquante dindes, pouelles et canards, une chaise roulante, deux lits, cinq tables, une commode, un buffet, deux chariettes montées, une paire de roues neuves, deux vieilles cuves à indigot, cinq cents pieux faits et généralement tous les outils qui concernent la dte. habitation; le tout ainsi qu'il poursuit et comporte, circonstances et dependances, sans de la part des dits srs. vendeurs en rien réserver ni retenir, dont le dit sr. acquereur est content et satisfait, pour avoir le tout vu visité et examinés; reconnaissant en être de tout en possession depuis le premier Septembre dernier, pour jouir par le dit sieur acquereur de toutes les choses à lui presentement vendues, en pleine propriété, librement et paiseblement, comme d'un bien à lui appartenant, et ainsi qu'en ont joui les dits srs. vendeurs, qui ont acquis la dite habitation par adjudication à la barre de la cour, provenant de la succession de défunt Mr. de Pontalba; et la présente vente, cession, et transport ainsi faite, toutes les formalités observées, et sans qu'il y dit en aucunes oppositions pendant le cour des trois affiches, moyennant le prix et somme de cinquante mille livres en lettres de change motivées tirées par messieurs les trésoriers généraux de la colonie, payables, savoir: La somme de trente mille livres dans tout

le courant du mois de Mai de l'année prochaine, mil sept cent soixante-quatre, et celle de vingt mille livres restantes payable dans seize mois à compter du premier Septembre, que le dit sr. acquereur a été mis en possession et ce pour tout délai, avec toutefois les conditiones qu'au cas que les dites lettres de change fussent tirées a plus long terme que de huit mois de vue, le dit sr. acquereur en paiera l'escompte suivant l'usage ordinaire et accoutumé; lesquelles dites sommes mon dit acquereur promet et s'oblige payer au dit temps et au dit terme, et pour sûreté desquels paiemens il oblige, affecte et hypothèque tous ses biens présens et à venir, specialement toutes les choses actuellement vendues, sans que l'obligation générale déroge à la speciale, à quoi ils renoncent; au moyen de quoi mon dit sr. acquereur pourra jouir librement et paisiblement de la dite terre, circonstances et dependances les dits srs. vendeurs lui abandonnent tous leurs noms, droits, raisons, actions, et pretentions qu'ils pour aient avoir sur les choses présentement vendues, s'en dessaitissant en faveur du dit sr. acquereur, voulant qu'il en soit saise et revêtu par en ainsi qu'il appartiendra, reconnaissant mon dit sr. acquereur avoir reçu tous titres; et pour l'execution des présentes, ont constitué leur procureur le porteur d'icelles auquel ils donnent pouvoir, et au élu leur domicile chacun en leur maison en cette ville, auquel lieu ils consentent que pour la d. execution tous actes et exploits requis et necessaires y soient faits; car ainsi promettant et obligeant, &a., solidairement renongant.

Fait et passé [en mon] étude, à la Nelle. Orleans, le treizième jour du mois d'Octobre, mil sept cent soixante et trois, avant midi, présence des sieurs Joseph Ducros, procureur aux biens vacans, et Joseph Becat, temoins y demeurans, et ont signé avec les parties après lecture faite, et nous, notaire.

(Signé,) DARGENTON & LAFORCADE,
DUCROS,
JH. BECAT,
JACQUELIN,
GARIE, *Notaire.*

Pour copie conforme à l'original étant en mon étude pour recours.

En foi de quoi j'ai signé les présentes et y ai apposé le sceau de mon office, à la Nouvelle Orleans, le onze Août, mil huit cent trente-six. [SEAL.]

(Signed,) LOUIS T. CAIRE, *Not. pub.*

(*Translation of the foregoing document "F, No. 4."*)

Before us, lawyer in session, and royal notary of the province of Louisiana, residing at the city of New Orleans, in the presence of the witnesses hereinafter named and undersigned, were present Messrs. Laforcade and Dargenton, merchants in this city, who declare and acknowledge, that they have this day sold, ceded, abandoned, transferred, and desisted now and forever, and in solido, one for the other, one for both, without division or discussion, to which they renounce, and guarantee

against all troubles, debts, donations, mortgages, claims, evictions, alienations or other incumbrances generally whatsoever, unto Mr. Jacquelin, here present and accepting, his heirs and assigns, a plantation situated at about one league above and on the same side of this city, ascending the river, adjoining on one side the plantation of the succession of the late Mr. Delino, now Mr. Laronde, and on the other side that of Mr. Delahoussaye, formerly major; said ground and plantation having eleven and a half arpents front, by the depth and point of compass it may run; which said plantation heretofore formed an angle of two equal sides, of which the basis, fronting on the river, had twenty-two arpents front, by eighty in depth, but Mr. Brontin, to whom said plantation belonged, having sold and conveyed to Mr. Delino the quantity of ten and a half arpents front, by a depth of forty arpents only between parallel lines, the overplus of said angle forms consequently the surface of said ground, which the said vendors now actually sell; on which said ground are constructed a main house, a kitchen, a store, a dry house, two pigeon houses, a chicken house, four negro cabins, with yard and garden, and new enclosures, together [with] five negroes and two negro women, thirty-two horned animals, large and small, three horses, fifty-five sheep, four hogs, fifty turkeys, poultry and ducks, a rolling chair, two beds, five tables, a chest of drawers, a bureau, two carts, a new pair of wheels, two old indigo cisterns, five hundred pickets, and generally all the farming utensils concerning said plantation, the whole as it stands, appurtenances and dependencies without reserve whatsoever, of which the said purchaser declares himself perfectly satisfied, having visited and examined the same, acknowledging to be in full possession of the same since the first day of September last, the whole to be enjoyed by said purchaser in full and peaceable possession of said property as his own, in the same manner as the said vendors themselves have enjoyed it; the said plantation was acquired by said sellers by adjudication at the bar of the court, proceeding from the succession of the late Mr. De Pontalba, and the present sale, cession, and transfer as now made, all the formalities observed, and without any opposition having been made during the course of three notices, for and in consideration of the sum of fifty thousand pounds, in bills of exchange drawn by messieurs the general treasurers of the colony; payable, viz., the sum of thirty thousand pounds in all the month of May, of the year following, seventeen hundred and sixty-four; and the remaining sum of twenty thousand pounds, payable in sixteen months, to be computed from the first September, the day on which said purchaser was put in possession; with the condition, however, that in case the said drafts be drawn for a longer period than eight months after sight, the said purchaser shall pay the discount according to the usual and customary rate. All which said sums the said purchaser binds himself to pay at the times here above stipulated; and as a security for the said payments, the said purchaser obligates and hypothecates all his property present and future, and more especially all the things now sold, without any deroga-

tion from the general obligation to the special one, to which they renounce, by reason of which the said purchaser shall freely and quietly enjoy the said land, appurtenances, and dependencies; the said sellers abandoning unto him all their rights, actions, and pretensions, which said sellers have on said property, hereby divesting themselves of the same in his favor, and wishing him to be invested of their said rights, the said purchaser acknowledging to have received all titles, and for the execution of these presents the parties have constituted, as their attorneys, the holders hereof, to whom full power given, as they have elected their domicil each at his private residence in this city, at which place they consent to all required acts and summons be made, binding and obliging themselves in solido, and renouncing.

Done and passed in the office at New Orleans, the thirteenth day of the month of October, seventeen hundred and sixty-three, before twelve o'clock, in presence of Messieurs Joseph Ducros, attorney for the vacant properties, and Joseph Becat, witnesses, therein residing, who have signed with the parties after due reading of the same, and me, notary.

(Signed) DARGENTON & LAFORCADE,
DUCROS,
J'H BECAT,
JACQUELIN,
GARIE, *Notaire.*

A true copy of the original remaining in my office for reference.

In faith whereof I have signed these presents, and affixed the seal of my office, at New Orleans, the eleventh of August, eighteen hundred and thirty six.

[SEAL.] LOUIS T. CAIRE,
Not. Pub.

4°. The plaintiff offered in evidence document marked "F, No. 5," purporting to be a certified copy of a deed of sale of a plantation by J. J. Jacquelin to Le Marquis, dated 29th October, 1767; which document is as follows:

Pardevant le notaire royal de la province de la Louisiane, president à la Nouvelle Orleans, fut présent Sieur Jean Jacques Jacquelain, officiers des milices, résidant en cette ville, lequel reconnait et confesse avoir ce jourd'hui vendu, cedé, quitté, transporté, et delaissé dès maintenant et à toujours, et promet garantir de tous troubles, dons, donaires, evictions, alienations, substitutions, dettes, et hypothèques, et autres empêchemens généralement quelconques, à Mr. Pierre Le Marquis, ci-présent et acceptant, acquereur pour lui, ses hoirs et ayans cause, une habitation située à environ une lieue de cette ville, en remontant, et de ce côté du flueve, attenant d'un côté à celle de defunt Sr. Dulino aujourd'hui à Mr. Delaronde, et de l'autre à celle de Mr. Lahoussaye, ayant onze arpens et demi de face sur la profondeur et les airs de vent qu'elle peut courir; laquelle habitation formait ci-devant une angle droite dont la base face au fleuve avait vingt deux arpens de face sur quatre vingts de

profondeur; mais, feu Sr. Brontin à qui elle appartenait en ayant vendu dix arpens et demi de face sur quarante seulement de profondeur au dit Sr. Delino, et sur deux lignes parallèles, l'excedent du dit angle doit par consequent former la superficie de la terre que le dit sr. vendeur aliene actuellement; sur laquelle dte. terre est construite une maison principale avec cuisine, un magasin, une secherie, deux colombiers, un poulaillé, quatre cabanes à negres, cours et jardin; le tout clos et entouré, ensemble treize nègres hommes et femmes, vieux et jeunes, grands et petits, cinq bêtes à cornes, deux mulets, deux chevaux, vingt moutons, une chaise roulante, charettes, et divers outils, le tout conformément à l'inventaire fait entre les parties et signé par elles et paraphé ne varietur par nous notaire soussigné; le tout ainsi et en l'etat qu'il se poursuit et comporte, circonstances et dependances, sans en rien reserver ni retenir, pour du tout jouir, faire et disposer par le dit sr. acquereur, ses hoires et ayant cause, comme d'un bien à lui appartenant en propre reconnaissant être déjà du tout en possession dès ce jourd'hui, et en étant content et satisfait pour avoir visité et examiné, reconnaissant pareillement que tous titres de propriété lui ont été mis es mains et s'en contente. Et la presente vente, cession, et transport ainsi fait moyennant le prix et somme de trente cinq mille livres, payable, savoir: En sept mille planches de dix pieds à raison de vingt sols la planche, que le dit sr. acquereur doit livrer ce jourd'hui au dit sr. vendeur; dix sept mille autres planches même grandeur et au même prix; dont six mille cinq cents à prendre sur la levée de l'habitation du Sr. Chaperon, et le surplus consistant en dix mille cinq cents à prendre au quais de cette ville, et devant êtres livrées à la recolte prochaine, et sur la fin d'icelle, toutes bonnes, loyales, et marchandes.

En un billet du sieur Roses, de la somme de six mille livres, que le dit sieur acquereur promet et s'oblige remettre au dit sieur vendeur, lequel le prend et l'accepte pour comptant, et pour le cent mille livres restantes le dit sieur acquereur promet et s'oblige les payer au dit sieur vendeur, en or ou argent, ou pelleterie bonne et marchande, qu'elle aura dans un an de ce jour; tout ce que dessus le dit sieur vendeur accepte purement et simplement; et pour sureté de tout quoi le dit sieur acquereur affecte, oblige, et hypotheque tous ses biens, presens et avenir, specialement et par privilege, les choses presentement vendues, sans que l'obligation générale déroge à la speciale, ni l'une à l'autre; au moyen de quoi le dit sieur acquereur pourra jouir librement et paisiblement de la dite habitation, et nègres, et choses présentement vendues, circonstances, et dépendances. Le dit sieur vendeur lui à abandonnant, et se dessaissant de tous les droits, noms, raisons, et actions, et pretensions, qu'il puvait avoir sur les dites choses, en faveur du dit acquereur, voulant qu'il en demeure saisi et revêtu, par et ainsi qu'il appartiendra; et pour l'éxécution des présentes ont constitué leur procureur le porteur des présentes, et ont élu leur domicile chacun en leur maison de residance en cette ville, auquel lieu ils consentent que tous actes et exploits requis leur soient faits.

Car ainsi sont convenu, &c., promettant, &c., obligeant, &c., re-

nonçant, &c. Fait et passé en l'etude à la Nouvelle Orleans, le vingt neuve Octobre, mill sept cent soixante sept, en présence des sieurs Joseph Maison et du sieur Salomon, negt., témoins requis y demeurant, et ont signé avec les parties, et nous, notaire soussigné.

(Signé) JACQUELIN.
" LE MARQUIS.
" SALOMON.
" J. MAISON.
" GARIE, *Notaire*.

Pardevant le notaire susdit et soussigné fut présent, sieur Jacques Jacquelin, capitaine des milices bourgeoises, demeurant en cette ville; lequel reconnait et confesse avoir reçu de Mr. Le Marquis, ci-présent et acceptant tous les effets et sommes énoncées et parties en l'act et autre part, et de tout quoi il tient quitte et décharge le dit sieur Le Marquis, et promet l'en faire tenir quitte et décharger par et envers qui il appartiendra; au moyen de quoi il renonce en faveur du sieur Le Marquis, ou ses ayant cause, à tous droits, noms, raisons, actions, et hypothèques, qu'il pourrait avoir sur le terre et bâtimens, et autres effets énoncés au dit acte, pour par lui en faire, jouir, et disposer comme lui appartenant en propre; promettant, &c., obligeant, &c., renonçant, &c.

Fait et passé en étude, à la Nouvelle Orleans, le douze Avril, mil sept cent soixante nuef, présence des sieurs Durel, negt., et Jean Soulié, témoins requis y demeurant, et ont signé avec les comparans, et nous, notaire soussigné.

(Signé) JACQUELIN.
" LE MARQUISE.
" SOULIE.
" DUREL.
" GARIE, *Notaire*.

Inventaire annexé à l'acte dont la copie précéde, et la première d'autre part.

Inventaire de l'habitation de onze arpens et demi de face, et après quarante arpens de profondeur, vingt deux arpens de face, sur quarante autres de profondeur, enclos et toutes les batisses qui sont dessus, telle qu'elle se poursuit et comporte:

Nègres et Nègresses.

Baptiste, commandeur, ecarrisseur, jardinier, Rose sa femme, revendeuse, agés environ quarante cinq et cinquante ans.

Medor, indigotier, vacher, avec sa femme, nommée Marian, agés de quarante cinq à cinquante ans.

Julie, nation mina, blanchisseuse, repaisseuse, cuisinière; la dite nègresse à des temps à autre des supressions d'estomac, agée de vingt neuf à trente ans.

Un negrillon, agé d'environ onze ans.

Une autre ditto, de dix ans.

Une negritte, de quatre ans.
Un negrillon, de huit mois.
Pierre Jasmin, créol, laboureur, ecarrisseur, postillon, agé de vingt cinq ans.
Jean, Grena Congo, agé de vingt trois ans.
Laterreur Mandengo, agé de vingt ans.
Jeannette, negresse Congo, agé de vingt ans.
Deux chevaux, allant à la chaise.
Deux mulits allant à la chaise.
Deux mere vaches de leur deuzieme et première portée.
Une jennisse.
Un taurau.
Un veau.
Vingt moutons ou brebis.
Une chaise, roulante avec les harnais.
Deux charrettes neuves à cheval.
Deux coliers de tire.
Une meule à aiguiser.
Une hache à écarir.
Une herminette plate.
Une herminette creuse.
Une hache en bois.
Une scie.
Un marteau.
Trois coutres, à fendre du bois.
Deux ciseaux, à mortaises.
Une gouge.
Deux varieres du quatre à huit lignes.
Deux orilles.
Une faux.
Un volant.
Deux serpes.
Deux grands couteaux, à couper de cannes.
Deux foscilles.
Trois pelles de fer.
Un boquet en fer.
Six pioches.
Deux grattes.
Trois echelles doubles.
Une echelle ordinaire.
Une cloche mantée de sa cloche

Qui sont tous les effets attachés à l'habitation que le sieur Jacquelin lui a vendue à M. Le Marquis; lequel inventaire sera joint à l'acte de vente, qui en sera passé par le notaire royal de cette province, et avons signé ce jour, à la Nouvelle Orleans, le 29 Sbre, 1767.

(Signé) JACQUELIN.
" LE MARQUIS.
" GARIE, *Notaire*.

Pour copie conforme aux origineaux étant en mon étude pour recours. En foi de quoi j'ai signé les présentes, et y ai apposé le sceau de mon office, à la Nouvelle Orleans, le dix sept Mars, mil huit cent trente six.

[SEAL.] (Signed) LOUIS LE CAIRE,
Notaire.

(*Translation of the foregoing document "F, No. 5."*)

Before the royal notary of the province of Louisiana, residing in the city of New Orleans, was present Mr. Jean Jacques Jacquelin, militia officer, residing in this city, who acknowledges and declares having this day sold, ceded, transferred, and set over, now and forever, against all troubles, debts, mortgages, claims, evictions, donations, alienations, or other incumbrances, unto Mr. Pierre Le Marquis, here present and accepting, his heirs and assigns, a certain plantation situated at about one league of this city in ascending, and on this side of the river, adjoining on one side the plantation of the late Mr. Dulino, now that of Mr. De la Ronde, and on the other side that of Mr. De la Houssaye, having eleven and a half arpents front by the depth and point of compass it may run, which said plantation formed heretofore a straight angle, and the basis of which front to the river had twenty-two arpents front by eighty arpents deep, but Mr. Brontin, deceased, having sold ten and a half arpents front by forty only in depth, to Mr. Delino, between two parallel lines, the overplus of said angle must consequently form the surface of the land which the said vendor now sells, on which said land are built a main house, with kitchen, a store, a shed, two pigeon houses, a chicken house, four negro cabins, yard and garden, the whole fenced in, together with thirteen slaves, men and women, old and young, large and small; five horned animals, two mules, two horses, twenty sheep, a rolling chair, carts, and sundry utensils, the whole according to the inventory made by the parties, signed by them and paraphed ne varietur by us, notary; the whole as it now stands, with the appurtenances and dependencies, without exception or reserve, to be enjoyed by said purchaser, his heirs and assigns, forever, in full property, hereby acknowledging himself in possession of the whole from this day, and having visited and examined, is satisfied and content of the same, acknowledging also that all titles have been handed him.

The present sale, cession, and transfer, is made for the sum of thirty-five thousand pounds, payable, viz., in seven thousand planks of ten feet, at the rate of twenty cents per plank, which the said purchaser is to deliver this day to said seller, seventeen thousand other planks of the same size and for the same price, of which six thousand five hundred are to be taken from the levee of the plantation of Mr. Chaperon, and the surplus, consisting of ten thousand five hundred, to be taken from the wharf of this city, and to [be] delivered at the ensuing crop, the whole to be of good quality. In a note of Mr. Rosas of the sum of six thousand pounds, which the said purchaser promises and binds himself

to deliver to said seller, who accepts the same as cash; and for the five thousand pounds remaining the said purchaser binds himself to pay them to said seller in gold or silver, or goods and saleable skins and furs; all which the vendor accepts, and for the security of all which the said purchaser affects, obliges, and hypothecates all his property, present and future, specially and by privilege, without any derogation from the general obligation to the special one, nor one to the other.

By reason of which the said purchaser shall freely and peaceably enjoy said plantation, negroes, and things presently sold, appurtenances and dependencies, said seller abandoning to said purchaser all rights, actions, and claims, which he may have on the same, in favor of said purchaser, wishing that he may be invested as of right, and for the execution of these presents have constituted their attorney the bearer of these presents, and have elected their domicil each at their private residence, in this city, at which place they consent that all necessary acts or summons be made upon them, as they hereby agree, &c., promising, &c., obliging, &c., renouncing, &c.

Done and passed in office at New Orleans, the twenty-ninth of October, seventeen hundred and sixty-seven, in presence of Messrs. Joseph Maison and of Mr. Salomon, merchants, witnesses required and domiciliated, who have signed with the parties and the undersigned notary.

(Signed) JACQUELIN,
LE MARQUIS,
SALOMON,
J. MAISON.
GARIE, *Notary*.

Before me, aforenamed and undersigned, appeared Mr. Jacques Jacquelain, captain of the militia, residing in this city, who acknowledges to have received from Mr. Le Marquis, present and accepting, all the effects and sums mentioned and set forth in said act, and of all which he grants full acquittance to the said Le Marquis. By reason of which he renounces in favor of Mr. Le Marquis, or of his heirs, to all rights, actions, and mortgages, which he might have on said land, buildings, and other effects mentioned in said act, to be enjoyed by him in full property; promising, &c., obliging, &c., renouncing, &c.

Done and passed in office, at New Orleans, the twelfth of April, seventeen hundred and sixty-nine, in presence of Messieurs Durel, merchant, and Jean Soulié, witnesses, required and domiciliated, who have signed with the appearers and us, the undersigned notary.

(Signed) JACQUELIN,
LE MARQUIS.
SOULIE,
DUREL.
GARIE, *Notary*.

Inventory annexed to the act of which the copy precedes, and the first on the other part.

Inventory of the plantation of eleven and a half arpents front, and

after a depth forty arpents, twenty-two arpents front by forty arpents in depth, enclosed, and all the buildings as they stand.

Negroes and negresses.

Baptiste, overseer, axeman, gardener, Rose his wife, sales woman, aged about forty-five to fifty years.

Medor, indigo hand, cowherd, with his wife named Marion, aged about forty-five to fifty years.

Julie, washer, ironer, cook, having sometimes suppressions of the chest, of about twenty-nine or thirty years.

A negro boy aged about eleven years.
Another do. of about ten years.
A negro girl of four years.
A negro boy of eight months.
Pierre Jasmin, creole, ploughman, aged twenty-five years.
Jean Green, Congo, aged twenty-three years.
Laterreur Mondengo, aged twenty years.
Jannette, Congo negress, aged twenty years.
Two horses broke to harness.
Two mules broke to harness.
Two cows.
A heifer.
A bull.
A calf.
Twenty sheep.
A rolling chair with harness.
Two new carts.
Two collars to pull.
A grinding stone.
An axe to square.
A hollow addice.
A flat addice.
A wood axe.
A saw.
A hammer.
Three chippers.
Two scissors.
A gouge.
Two gimblets.
Scyth.
A skuttle cock.
Two hedging bills.
Two large cane knives.
Two fofeilles.
Three shovels.
An iron bucket.
Six hoes.

Two scrapers.
Three double ladders.
One ordinary ladder.
A mounted bell.

All which said things are attached to the plantation which the said Jacquelin sold to Mr. Le Marquis, which said inventory will be annexed to the act of sale, which will be passed by the royal notary of this province, the parties have signed this day, at New Orleans, the 29th 8ber, 1767.

(Signed) JACQUELIN,
LE MARQUIS.
GARIE, *Notary*.

A true copy of the original in my office for recourse.

In faith whereof I have signed these presents and affixed the seal of my office, at New Orleans, the seventeenth of March, eighteen hundred and thirty-six. [SEAL.]

LOUIS T. CAIRE, *Not. pub.*

5°. The plaintiff offered in evidence document marked "F, No. 6," purporting to be a certified copy of a deed of sale of land by P. Marquis and wife to Augustin Chatalan, dated 9th September, 1768, which document is as follows:

Pardevant le notaire royal de la province de la Louisiane, residant à la Nouvelle Orleans, présence des témoins soussignés: Furent présens en personnes Monsieur Pierre marquis, ancien capitaine reformé des troupes suisses de cette colonie, et dame Marie Constance Vollant, son épouse, qu'il autorise à l'effet des présentes, lesquels reconnaissent et confessent avoir ce jourd'hui vendu, cédé, quitté, transporté et delaissé, des maintenant et à toujours, et promettent et s'obligent garantir de tous troubles, dous et donaires, dettes, hypothèques, evictions, substitutions, alienations, et tous autres empêchemens généralement quelconques, à Mr. Augustin Chautalan, ci-présent et acceptant, acquéreur pour lui, ses hoires ou ayans cause:

Une terre et habitation située à environ une lieue de cette ville en remontant, et de ce coté du fleuve, attenante d'un côté à celle de la succession de feu Mr. Delino, et de l'autre à celle de Mr. Delahoussaye, ayant onze arpens et deux de face sur la profondeur et les airs de vent qu'elle peut courir, laquelle habitation formant ci-devant un angle droit, dont la base face au fleuve, avait vingt deux arpens de face sur quatre vingts de profondeur, mais feu Mr. Brontin à qui elle appartenait en ayant vendu dix arpens et demi de face sur quarante seulement de profondeur, au d. Sr. Delino et sur deux lignes parallèles, l'excédent du dit angle fournit la superficie de la terre que les dits sr. et dame vendeurs aliennent actuellement sur laquelle de. terre est construit une maison principale, une cuisine, un magasin, une sècherie, deux colombiers, un poulaillier, quatre cabannes à nègres, cour et

jardin, le tout clos et entourré, ainsi et en l'état que le tout se poursuit et comporte, circonstances et dependances, sans en rien reserver ni retenir, que la jouissance d'ici au premier Janvier prochain, pour du tout au dit temps faire, jouir et disposer par le dit sr. acquéreur, ses hoires et ayans cause, comme d'un bien á lui appartenant en propre, et dont les titres de propriété lui seront incessamment remis par les d. sr. et dame vendeurs y ayant sur la de. terre une hypothéque de cinq mille livres que les vendeurs s'obligent de liquider au Sr. Jacquelin. La présente vente, cession, et transport ainsi faite moyennant le prix et somme de vingt mille livres payable, savoir: Treize mille cinq cent soixante livres en une obligation echu du Sr. Grevenbert Flamand, y compris sept cent quarante sept livres d'interêt echu jusqu'à ce jour qui a été présentement remise á mon d. Sr. Le Marquis, dont il se contente, et les six mille quatre cent quarante livres en un billet de huit mille trois cents livres du Sr. Benoist qui échoira au premier Avril prochain; du quel le d. Sr. Chautalan répond de la solvabilité et dont le surplus du dit billet lui sera compté par mon d. S. Le Marquis lorsqu'il en sera payé; et pour sureté de tout quoi, les dites parties obligent, affectent et pypothequent tous leurs biens présent et à venir, et spécialemente, et par privilege, les choses présentement vendues, au moyen de quoi le d. sr. acquereur pourra jouir librement et paisiblement de la dite habitation et dépendances, les dits sr. et dame vendeurs lui abandonnant et se dessaisissant de tous droits, noms, raisons, actions et pretensions et pour l'execution des presentes ont constitué leur procureur le porteur des présentes, et ont élu leur domicile en leur maison de residence en cette ville, auquel lieu ils consentent que tous actes et exploits requis y soient faits, ainsi qu'il a été convenu, &a., promettant, &a., obligeant, renonçant. Fait et passé és-étude à la N'elle Orléans le neuvième Septembre, mil sept cent soixante huit, en présence des Srs. Jean Soubie et Henry Gardera, temoins requis y demeurant, qui ont signé avec les parties et nous, nre., soussigné.

(Signé) MARQUIS,
CHAUTALAN,
CONSTANCE VOLANT,
SOUBIE,
HENRY GARDRAT,
GARIE, *Notaire.*

Pour copie conforme à l'original reste en mon etude pour recours; en foi de quoi j'ai signé le présente et apposé le sceau de mon office à la N'elle Orleans, le 17 Mars, 1835.

[SEAL.] (Signed.) LOUIS T. CAIRE, *Not. Pub.*

Translation of the foregoing document "F, No. 6."

Before the royal notary of the province of Louisiana, residing at New Orleans, in presence of the subscribing witnesses, were personally present Mr. Pierre Marquis, formerly half pay captain of the Swiss troops of this colony, and Mistress Marie Constance Vollant, his wife, whom

he authorizes to these presents, who declare and acknowledge having this day sold, ceded, transferred, and conveyed, now and forever, and bind themselves to warrant against all troubles, debts, donations, mortgages, evictions, substitutions, and other incumbrances whatsoever, unto Mr. Augustin Chantalon, here present and accepting, his heirs and assigns, a plantation, situate at about one league of this city, in ascending and on this side of the river, adjoining, on one side, that of the succession of the late Mr. Delino, and on the other side that of Mr. Delahoussaye, having eleven arpents and two in front by the depth and point of compass which it may have, which said plantation heretofore formed a right angle, of which the basis fronting the river had twenty-two arpents front by eighty arpents in depth, but the late Mr. Brontin, to whom it belonged, having sold ten arpens and a half front by forty arpens only in depth to said Sr. Delino, and in two parallel lines, the overplus of said angle makes the surface of the ground which the said sellers sell actually; on which said ground is built a main house, a kitchen, a store, a dry house, two pigeon houses, a chicken house, four negro cabins, yard and garden; the whole fenced in, as the same now stands, appurtenances and dependencies, without exception, save and except the enjoyment from this date, up to the first of January next, at which time and forever hereafter, it shall be enjoyed by said purchaser, his heirs and assigns, as his own property, and for which the titles will shortly be delivered by the said vendors, there being on said property a mortgage of five thousand pounds, which the sellers obligate themselves to liquidate and pay to Mr. Jacquelin.

The present sale, cession, and transfer so made, for and in consideration of the price and sum of twenty thousand pounds, payable as follows, to wit: thirteen thousand five hundred and sixty pounds, in a matured obligation of Mr. Grevenbert Flamand, together with seven hundred and forty-seven pounds of interest due up to this day, which has been handed over to Mr. Le Marquis, of which he is satisfied, and the six thousand four hundred and forty pounds in a note of the sum of eight thousand three hundred pounds of Mr. Benoist, which note becomes due on the first of April next, the payment of which the said Chantalon guarantees, and the overplus of said note shall be counted to him, by the said Mr. Le Marquis, when he receives the amount of said note; and as a security the parties hereby oblige, mortgage, and hypothecate all their property, present and future, and more especially the property presently sold; by reason of which the said plantation and dependencies shall be enjoyed by said purchaser fully and peaceably, the said sellers abandoning unto him all their said rights, actions and claims, and for the execution of these presents they have constituted the bearer of these presents as their attorney, and have elected their domicil at their dwelling-house, in this city, at which place they consent that all necessary summons or subpœna acts be made as agreed between them; hereby promising, obliging, and renouncing.

Done and passed in the office, at New Orleans, the ninth of September, seventeen hundred and sixty-eight, in presence of Jean Soubie and

Henry Gardera, witnesses required and domiciliated, who have signed with the parties and the subscribing notary.

(Signed) Marquis, Chantalon, Constance Volant, Soubie, Henry Gardrat, Garie, *Notary.*

A true copy of the original deposited in my office for reference.

In faith thereof I have signed these presents and affixed my seal of office, at New Orleans, the seventeenth March, 1835.

[SEAL.] LOUIS T. CAIRE, *Not. Pub.*

6o. The plaintiff offered in evidence document marked " F, No. 9," purporting to be a certified copy of a marriage contract between S. F. E. Livaudais and M. C. Marigny, dated 20th November, 1797; which document is as follows:

Sepan cuantos esta carta vieren, como nos Dn. Santiago Francisco Enoul Livaudais, natural de esta ciudad, capitan de milicias, hijo legitimo y de legitimo matrimonio de Dn. Santiago Enoul Livaudais y Da. Carlota Chauvin Desilet, natura lestambien de esta ciudad de la una parte, y Da. Maria Celeste de Marigny Mandeville, natural de esta ciudad, hija legitima y de legitimo matrimonio de Dn. Pedro Felipe de Marigny Mandeville, cavallo. de San Luis, capitan de los reales extos., y commandante de la legion del Mississippi, y de Da. Juana Maria Destrehan, naturales de esta ciudad, decimos, que nos hemas dado fée y palabra de matrimonio, y de presente la reiteramos para celebrarlo y solemnisarlo in facie iglecie precedidas las ceremonias prescritas por el santo concilio de Trento; y para su mayor validation y firmeza, lo reducimos á contrato publico por tanto en la mejor forma que haya lugar en dro. ciertos y sabedores del que nos compete, otorgamos por la presente, de nuestra libre y espontanea voluntad, sin fuerza ni apremio que en contra de esta escritura, no iremos ni reclamaremos en tiempo alguno, ni alegaremos sobre su contenido; a cuyo efecto añadimos fuerza à fuerza y contrato à contrato, para que no por falta de requisito ó solemnidad, quede sin execucion, pues todo lo damos aqui por incerto como si expresamente se hubiese declarado, y juramos por Dios, nro. Señor, y una señal de cruz, conforme à dro. que no iremos ni contradiremos la palabra que nos hemos dado, y reciprocamente reiteramos y declaramos, que en contra de este juramento no tenemos hecho otro protestacion ni reclamacion, y hallandonos presentes á esta escritura, los antedichos Dn. Santo. Enoul Livaudais, Da. Carlota Chauvin Desilet, Don Pedro Felipe de Marigny Mandeville, y Da. Juana Maria Destrehan, declaramos haber prestado nro. consentimiento á los memorados nros. hijos, para contraer este matrimonio por habernos lo pedido con el respecto y debida obediencia. Las condiciones bajo las que los otorgante nos recibimos en matrimonio, son las siguientes:

Primeramente: Es condicion que yo el enunciado Dn. Santiago Francisco Enoul Livaudais, llevo á nuestro matrimonio, la cantidad de doce mil y cuatro cientos pesos fuertes en bienes raices, y esclavos avaluados por expertos á la satisfaccion de las partes contractantes, á saber: Una tierra compuesta de diez arpanes de frente sobre ochenta de fondo, lindando de un lado, con tierras de Madama viuda Parris, y por el otro

con otras del dho. Dn. Santo. Enoul Livaudais, sin ningun establecimiento, evaluada en diez mil pesos. Item, un negro nombrado Hector, de edad de veinte y ocho años, avaluado cuatro cientos pesos. Item, un negro nombrado Antonio, de veinte y seis años, avaluado en cuatro cientos pesos. Item, un negro nombrado Pedro Criollo, de edad de treinta años, avaluado cuatro cientos pesos. Item, un mulato nombrado Gaspar, de quince años, criado avaluado cuatro cientos pesos. Item, una negra nombrada Maria Josefa, de edad de diez y ocho años, avaluada cuatro cientos pesos. Item, una negra nombrada Juliana, de diez y ocho anos, y su higo de tres meses, avaluados en cuatro cientos pesos, importando el todo los enunciados doce mil y cuatro cientos pesos; y yo, la dha. Da. Maria Celeste de Marigny Mandeville, declaro lleva al referido mi matrimonio ademos de mi ropa, y necesario para mi vestuario proporcianado el todo á mi estado, condicion y fortuna, de lo que no se verifique estimacion alguna, la cantidad de veinte y dos mil setecientos y diez pesos fuertes en plata efectiva del cuño Mexicano, y en esclavos avaluados estos por sujetos nombrados á la satisfaccion de las partes contractantes en la forma siguiente:

Primeramente: Una mulata criada nombrada Rozeta, de edad de treinta años, avaluada en seis cientos pesos. Item, un negro, su hijo, nombrado Santiago, de edad de trece años, avaluado en tres cientos y sesenta pesos. Item, una negrita su hija, nombrada Francisca, de siete años, avaluada en dos cientos y cincuenta pesos. Item, una negrita su hija, de dos años, avaluada en ciento y cincuenta pesos. Item, un negro nombrado Pedro, carpintero, de edad de quarenta y seis anos, avaluado en quinientos y cincuenta pesos. Item, un mulato Jorge, de veinte y dos años, quinientos pesos. Item, un negro, peluquero, nombrado Robin, de veinte años, estimado en quinientos pesos. Item, Polidor, de edad de veinte y cuatro años, avaluado en quinientos pesos. Item, Gabriel, de diez y ocho años, avaluado en quinientos pesos. Item, Boucari, de edad de veinte y cuatro años, avaluado en quinientos pesos. Amadis, de edad de veinte y seis años, avaluado en quinientos pesos. Item, Marinette, de veinte y seis años, estimada cuatro cientos pesos. Item, una mulata, criada, nombrada Sofia, de edad de veinte años, con su hijo Manuel, de ocho meses, avaluados en setecientos pesos. Item, una mulata, criada, nombrada Frosine, de edad de quince años, avaluada en quinientos pesos. Item, una negra de edad de veinte y dos años, nombrada Mirza, avaluada en cuatro cientos pesos. Item, su hija nombrada Maria, de edad de dos años, estimada en ciento y cincuenta pesos. Item, Catalina, de edad de diez y ocho años, avaluado en cuatro cientos pesos. Item, Margarita su hija, de edad de dos años, avaluada en ciento y cincuenta pesos. Item, Sira, de edad de diez y seis años, avaluada en cuatro cientos pesos. Item, un negro carretero, nombrado Danjon, de edad de treinta años, avaluado en cuatro cientos pesos. Item, Quasi, de edad de treinta años, avaluado en cuatro cientos pesos. Item, Demba, de edad de diez y ocho años, avaluado en cuatro cientos pesos. Item, Angelica, de edad de treinta y seis años, con su hijo Eugenio, de siete meses, avaluados en cuatro cientos y cincuenta pesos. Item, Denis,

hijo de la dha. Angelica, de edad de trece años, avaluado en tres cientos y cincuenta pesos. Item, Saladin, negro, de edad de diez y siete años, avaluado en cuatro cientos pesos. Item Luisa, de diez y seis, avaluada en cuatro cientos pesos. Item, Naneta, de edad de diez y siete años, avaluada en cuatro cientos pesos. Item, en dinero efectivo de contado, la cantidad de diez mil y ocho cientos pesos; cuya suma, como asi mismo los esclavos me dan por bienes dotales mis padres, y declaro á demas llevar tambien al dho. matrimonia, la cantidad de setecientos pesos fuertes Mexicanos, procedentes de mis ahorras; los cuales esclavos y dinero efectivo, hacienden á la cantidad de veinte y dos mil setecientos y dies pesos, de todo lo que yo el referido Dn. Santiago Francisco Enoul Livaudais, declaro estar en posecion, y me obligo à guardarlos y retenerlos como bienes dotales de la referida mi futura esposa Da. Maria Celeste Marigny, para devolverselos en los casos prevenidos por dro., en plata efectiva acuñada.

Item: Es condicion que nos los antedichos futuros esposos, serémos en comunidad en los bienes que se adquirieren y fuesen gananciales durante nro. matrimonio.

Item: Es condicion que en el caso, que sin tener hijos de ntro. matrimonio falleciere uno de nosotros, los bienes que llevamos á él, como á sé mismo los gananciales que le perteneciesen, volveran a los parientes mas imediatos del que fuese difunto, en plata efectiva del cuño Mexicano, y que el todo será pagado por el sobreviviente cuatro años despues del fallecimiente del otro. Es á decir que si sin tener hijos falleciese, yo, el memorado Dn. Santiago Francisco Enoul Livaudais, mi futura esposa, la dha. Da Maria Celeste Marigny Mandeville, entregará á mis parientes, cuatro años despues de mi fallecimiento, en plata efectiva, del nuevo cuño Mexicano, los referidos doce mil y cuatro cientos pesos como asi mismo el importe de la mitad de los bienes gananciales que hubiese habido durante nro. matrimonio, y me perteneciesen y que en la misma forma, y sin tener hijos de nro. matrimonio falleciese la memorada Da. Maria Celeste de Marigny Mandeville, yo, el enunciado Dn. Santiago Francisco Enoul Livaudais, entregare en el mismo termino de cuatro años, en igual moneda del cuño Mexicano á los parientes mas imediatos de mi dha. futura esposa, los enunciados veinte y dos mil setecientos y dies pesos, como asi mismo los gananciales que le correspondieren durante nuestro matrimonio; y al cumplimiento de lo que dicho es, obligamos nros. bienes presentes y futuras, damos poder à las justicias de S. M., para que nos apremien á ello con el rigor de sentencia definitiva pasada y consentida en autoridad de cosa jusgada sobre que renunciamos las leyes de nro. favor con la gral. en forma que lo prohibe, que damos aqui por incierta.

En cuyo testimonio es fecha la carta en la habitacion de Dn. Pedro Felipe de Marigny Mandeville, situada á media legua de la ciudad de la Nueva Orleans, rio arriba y del mismo lado que esta, al veinte de Noviembre, de mil setecientos noventa y siete años, yo, el esno. doy fé, conosco á los otorgantes que juntamente con sus padres, firmaran, siendo testigos el Sor. Licenciado Dn. Manuel Serrano, asesor, gral. de la intendencia,

y alcade ordinario de primera eleccion de la ciudad de la Neuva Orleans, y su jurisdicion, Dn. Ignacio Chalmet Delino, capitan del regimiento fijo de la Luisiana, y Dn. Carlos Fleurian, presentes.

[F'irmado.] F. ENOUL LIVAUDAIS,
MARIE CELESTE MARIGNY,
JEANNE MARIE DESTREHAN,
PIERRE PHILIPPE MARIGNY,
SANTIAGO LIVAUDAIS,
CHARLOT CHAUVIN DESILET,
LIC'DO. MANL. SERRANO,
CHARLES FLEURIAN,
IGNACIO DELINO.

Ante mi, PEDRO PEDESCLAUX,
Esno. pubco.

Pour copie conforme à l'original resté en mon etude pour recours.

En foi de quoi, j'ai signé le présent et y ai apposé le sceau de mon office à la Nouvelle Orleans, le douze Août, mil huit cent trente-six.

[SEAL.]

(Signed,) LOUIS T. CAIRE,
Not. Pub.

Translation of the foregoing document "F, No. 9."

Know all persons who will see these presents, that we, Santiago Francisco Enoul Livaudais, native of this city, captain of militia, and legitimate son, and of the legitimate marriage of Santiago Enoul Livaudais and Charlotte Chauvin Desilet, also of this city, of the one part, and Maria Celeste de Marigny Mandeville, also of this city, legitimate daughter and of legitimate marriage of Pedro Philipe de Marigny Mandeville, knight of St. Louis, captain in the royal armies, and commanding the legion of the Mississippi; and of Juana Maria Destrehan, of this city, we do say, that we have engaged ourselves and reciprocally given our word to contract matrimony, and by these presents we do reiterate the same engagement of celebrating solemnly before the church, and preceded by the ceremonies prescribed by the divine council of Trente; and in order to give it better validity and firmness, we reduce it in a public contract in the best form it can be drawn, to make our rights known and certain by the foregoing instrument of writing, testifying of our free and spontaneous will, without force nor constraint, against this the aforesaid foregoing instrument of writing, and also without any reclamation whatsoever at any time nor upon the contents of these, to the effect of which we give force against force, and contract against contract, in order that for no want of any circumstance or requisition or solemnity, for want of execution, we acknowledge it hereby as if inserted and as if expressly declared, and we do swear by the name of God our Saviour, and the sign of the cross, as to right, that we shall not go against nor contradict the promise we have given the one to the

other, and do hereby declare that against this oath we held no other protestation nor reclamation, and declare we were present to the passing of this act, we, the aforesaid Santiago Enoul Livaudais, Da. Charlota Chauvin Desilet, Dn. Pedro Philip de Marigny Mandeville, and Da. Juana Maria Destrehan, do declare having given our consent to our aforesaid children for contracting this marriage, which they have prayed for, with due respect and obedience. The conditions undergoing are those declared by the parties.

1st. It is agreed that I, the aforesaid Dn. Santiago Francisco Enoul Livaudais, brings in marriage the sum of twelve thousand four hundred dollars, real properties and slaves appraised and by appraisers, to the satisfaction of the parties and to their knowledge, to wit, a tract of land containing ten arpens in front upon eighty in depth, attaining on one side to land owned by Mada. widow Parris, and on the other side by another owned by the aforesaid Santiago Enoul Livaudais, without any establishment, appraised to ten thousand dollars. Item:

[Here follows the name of each and all the slaves brought in.]

And I, the aforesaid Dna. Celeste de Marigny Mandeville, do declare I bring into my said marriage, besides my clothing and the necessary apparel conformably to my standing, condition, and fortune, of which there is no appraisement made, the sum of twenty-two thousand seven hundred and ten dollars (pesos fuertes) in money cash silver coins of Mexico, and in slaves, to wit: (Here follow the names of the slaves.)

Item: It is our condition between us, the aforesaid husband and wife, that we shall be in community of goods and property that we may acquire during our said matrimony.

Item. It is our condition, that in case of no issue of our aforesaid marriage, one of us, the aforesaid parties, should die, the property we bring in, as to himself, the gains and profits of the deceased should return or fall to the nearest relations of the said deceased, in cash money of the Mexican coin, and that the whole will be paid by the survivor after the decease of the other. It is understood that if, without issue, I, the aforesaid Dn. Santiago Francisco Enoul Livaudais I were to die, the aforesaid future wife, the said Da. Maria Celesta Marigny Mandeville, will remit (or pay back) to my relations, four years after my death, in cash money of the Mexican coin, the aforesaid twelve thousand four hundred dollars as to himself, and the full amount of the half our goods and profits during the aforesaid matrimony; and in case of the death of the aforesaid Da. Maria Celeste de Marigny Mandeville, I, the the aforesaid Dn. Santiago Francisco Enoul Livaudais, will remit and pay back, at the same term of four years, in the same money of Mexican coin, to the immediate relation of my said future wife, the aforesaid twenty-two thousand seven hundred and ten dollars, as to herself, as well as the gains and profits becoming her during our aforesaid marriage; and to the full accomplishment of the whole aforesaid, we hereby engage our goods and chattels, present and to come, and do give power to the justice of H. M. in order to compel us in full rigor of the law and definitive judgment, (confession of judgment,) and res judicata,

upon what we do hereby renounce and abandon any law in our favor notwithstanding, and this we acknowledge solemnly.

In testimony whereof this act is signed on the plantation of Dn. Pedro Philip de Marigny Mandeville, situate at half a league from the city of New Orleans, on the river and same side, this twentieth of November, one thousand seven hundred and ninety-seven; I, the notary public, do certify, that I know the two marrying parties, who, jointly with their parents have signed, in the presence of the witnesses el S'nor Licensed. Dn. Manuel Serrano, assessor general of the intendence, and alcade ordinary of the 1st class, in this city of New Orleans, his jurisdiction, Dn. Ignacio Chalmet Delino, captain in the stationary regiment of Louisiana, and Don Carlos Flurian, present. (Signed) F. Enoul Livaudais, Marie Celeste Marigny, Jeanne Marie Destrehan, Pierre Philippe Marigny, Santiago Livaudais, Charlot Chauvin Desilet, Lic'do Man'l Serrano, Charles Fleurian, Ignacio Delino, (ante mi,) before me, Pedro Pedesclaux, *Not'y Pc.*

I do certify this copy conformable to the original in this office for reference filed.

In testimony whereof I have hereunto affixed my hand and seal of office. New Orleans, this twelfth of August, in the year one thousand eight hundred and thirty-six.

(Signed) LOUIS T. CAIRE, *Not. Pub.*

7o. The plaintiff offered in evidence document marked "F, No. 10," purporting to be a certified copy of a deed of sale of land, by J. P. E. Livaudais to J. E. Livaudais, dated 23d Frimaire, 1803, (13th December,) which document is in the words and figures following, to wit:

Pardevant moy, Narcisse Brontin, notaire de la Republique Françoise, résident à la Nouvelle Orleans, soussigné, en présence des temoins ci-après nommés.

Fut present en personne le citoyen Jacques Filipe Enoult de Livaudais, demeurant ordinairement sur son habitation, seizes cottes des Chapitoulas de present en cette ville de la Nouvelle Orleans.

Lequel a par ces présentes, vendue, cedé, et transporté, des maintenant et à toujours, et promet garantir de tous troubles, dons, dettes, hypothèques, evictions, et autres empechemens quelconques, à Don Jacques François Enoult de Livaudais, adjudant aide major des carbiniers, au service de S. M. C., demeurant sur son habitation, seizes côtes des Chapitoulas de present en cette ville, et acceptant acquereur pour lui, ses hoires, successeurs, ou ayants causes, deux arpents de terre de face, situées à la dite côtes des Chapitoulas, de present en cette ville, et quatre vingt arpents de profondeur, attenant d'un côté au terre de moy le vendeur, et de l'autre au terre de l'acheteur, les mêmes qui ni appartient pour l'avoir acquise de Mr. Chautalon le trois Mars, mil sept cent soixante neuf, par le dit sieur acquereur jouir, faire, et disposer du dit terrain comme de chose à lui appartenante pour et moyennant la somme

de deux mille piastres fortes au poinson Mexiquain, que le dit sieur acquereur a payé en l'année, mil sept cent quatre vingt dix-huit, depuis lequel tous il est en possession des dits deux arpents de terre qui ont été débornés à la dite epoque par l'arpenteur general de cette province, Don Carlos Trudeau de Laveau, de laquelle somme de deux mille piastres fortes, il tient libre et decharge l'acquereur, le dit sieur aquereur lui transportant le dit sieur vendeur tous droits de propriété et autres qu'il a et peut avoir sur les dits deux arpents vendus, dont il s'est démis et dessaisi au profit du dit Sieur Don Jacques François Enoul de Livaudais, ses hoirs, successeurs, et ayant causes, voulant qu'il soit saisie, par et ainsi qu'il appartiendra constituant pour cette fin le porteur des presentes, car ainsi a été fait voulu et consenti entre les parties, lesquelles pour l'execution des presentes et de leur dépendances ont élu leur domicile chacun en leur demeure susdite, auquel lieu non-obstant, &c., promettant, &c., obligeant, &c., renoncant, &c.

Fait et passé en l'etude le vingt trois Frimaire, en douze de la Republique Française, une et indivisible, et ont les parties signé la présente avec nous notaire, soussigné, et les citoyens Ph. Henry de Mahy des Montil et Antoine Fromentin, temoin habitant de cette ville.

Original signed: JAQUE FELIPE ENOUL LIVAUDAIS,
J. ENOUL LIVAUDAIS,
DE MAHI DES MONTILLES,
FROMENTIN,
NARCISSE BRONTIN.

I certify the foregoing to be a true copy of the original, which is of record in the office of my colleague, William Christy, a notary public in and for the city of New Orleans, and who is temporarily absent.

In faith whereof I grant these presents under my signature and the impress of my seal of office.

New Orleans, 28th September, 1836.

(Signed) H. B. CENAS, [SEAL.]
Notary public.

(*Translation of the foregoing document "F, No. 10.")*

Before me, Narcisse Brontin, notary of the French republic, residing at New Orleans, undersigned, in presence of the witness hereinafter named.

Was personally present the citizen Jacques Filipe Enoult de Livaudais, residing on his plantation, situated [on] the side of the Chapitoulas, at present in this city of New Orleans.

Who has by these presents sold, ceded, and transferred, now and forever, and promises guarantee against all troubles, gifts, debts, mortgages, evictions, and other incumbrances, whatsoever unto Don Jacques Francois Enoult de Livaudais, adjutant and assistant major of the riflemen in the service of H. M. C., residing on his plantation, on the side of the Chapitoulas, at present in this city, and accepting purchaser for himself, his heirs, successors, and assigns, two arpens of ground front,

situated on the said side of the Chapitoulas, now in this city, by eighty arpens deep, adjoining on one side the land of the vendor, and on the other the land of the purchaser, the same which belongs to me for having acquired it from Mr. Chantalon the third of March, seventeen hundred and sixty-nine; the said purchaser to enjoy, do, and dispose of said land, as property to him belonging, for and in consideration of the sum of two thousand dollars, in Mexican coin, which the said purchaser has paid me in the year seventeen hundred and ninety-seven, or seventeen hundred and ninety-eight, since which time he is in possession of said two arpens of land, boundaries to which were put at the said time by the surveyor general of this province, Don Charles Trudeau de Laveau, of which said sum of two thousand dollars he keeps free and discharges the purchaser; the said purchaser transferring to him, the said seller, all rights of property and others which he has or may have in and to the said two arpens of land so sold, which he has resigned and dispossessed himself of in favor of said Mr. Don Jacques François Enoul de Livaudais, his heirs, successors, and assigns, willing that he be entitled thereto, constituting for this end the bearer of these presents; for so it was done, agreed, and consented to between the parties, who for the execution of these presents and its appurtenances, have each elected their domicil at their aforesaid residence, in which place, notwithstanding, &c., promising, &c., obligating, &c., renouncing, &c.

Done and passed in the office the twenty-third Frimaire, in twelve of the French republic, one and undivided, and the parties have signed these presents with us, undersigned notary, and the citizens Jh. Henry de Mahy des Montil, and Antoine Fromentin, witnesses residing in this city.

Original signed:

JAQUE FILIPE ENOUL LIVAUDAIS,
J. ENOUL LIVAUDAIS,
DE MAHY DES MANTILLES,
FROMENTIN,
NARCE. BRONTIN.

I certify the foregoing to be a true copy of the original, which is of record in the office of my colleague, William Christy, a notary public in and for the city of New Orleans, and who is temporarily absent.

In faith whereof I grant these presents under my signature and the impress of my seal of office.

New Orleans, 28th Sept., 1836.

H. B. CENAS, [SEAL.]
Notary public.

8°. The plaintiff offered in evidence document marked "F, No. 11," purporting to be a certified copy of a deed of sale of a plantation, by the estate of Livaudais, father to Dugué, brothers, and others, dated 11th June, 1817, which document is as follows:

Pardevant Marc Lafitte, notaire public, commissioné pour la ville et paroisse de Nouvelle Orleans, second district sénatorial de l'Etat de la Louisiane, y demeurant et en présence des témoins ci-après nommés et soussignés.

Fut présent le Sieur Joseph Enoul Livaudais, habitant propriétaire en cette paroisse, lequel au nom et comme exécuteur testamentaire du Sieur Jacques Enoul Livaudais, père, son père décédé, suivant testament dûment homologué, a dit et declare que par suite de la vente publique et à l'encan, qu'il a fait faire le douze Mars dernier, en execution de l'ordonnance du juge de la cour des preuves, en cette paroisse sous la dâte du six Fevrier, de la présente année, par le ministère de M. M. Dutillet et Sagory, encanteurs en cette ville, il vend, céde, et transporte d'abondant par ces présentes, avec promesse, en sa qualité de garantir de tous troubles, évictions, et de tous autres empechemens quelconques et de toute nature, ainsi que de toute dettes, hipothécaires, comme le constate le certificat du conservateur en cette ville à la date de ce jour ici representé.

Aux Sieurs Jacques Philippe Enoul Dugué Livaudais, François Joseph Enoul Dugué Livaudais, Charles Enoul Dugué Livaudais, frères, et Louis Harang, fils, et Dame Jeanne Marie Geneviéve Enoul Dugué Livaudais, son épouse, et de son mari dûment autorisée, tous habitans en cette paroisse de la Nouvelle Orleans, adjudicataires ici presents, acceptants à titre indivis, et par quart pour chacun d'eux, les dits Sieurs et Dame Harang, intervenant pour un quart, conjointement avec leurs frères et beau-frères, leurs heritiers ou ayant causes.

Une habitation située en cette paroisse sur le chemin du Chapitoulas, vive gauche du fleuve à la distance d'environ trois quarts de lieue de cette ville, qui a environ trois arpens dix huit toises de fâce au fleuve, sur une profundeur de quatre vingts arpens bornée, à l'est et à l'ouest, par les proprietés du Sieur Joseph François Livaudais, et formant dans les lignes de la dite profondeur, sans pouvrir en cet instant determiner précisement en quelles mesures. Le tout ainsi qu'il est dit et expliqué en l'inventaire des biens de feu Jacques Enoul Livaudais, père, fait au rapport du notaire soussigné, le quinze Janvier dernier, et jours suivants, et cependant annoncé pour seulement trois arpens, quatorze toises, pour les encanteurs Dutillet et Sagory, lors de leur criés publiques aux fins de vente de la ditte terre. Pour quoi les dit vendeur et acquereurs se reservent ici reciproquément de rechercher dans les titres anterieurs aux présentes, et relatifs à la terre dont s'agit, pour s'assurer des veritables longueurs et direction de chaque ligne, et les faire borner en consequence, mais renoncant les dits vendeur et acquereurs, à toutes répétitions, augmentation de prix, ou indemnité, dans le cas où il se trouverait, par le resultat des dites recherches plus ou moins des dits trois arpens dix huit toises; ensemble tous établissemens de toute nature qui en dépendent sans en rien réserver ni excepter, laquelle habitation appartenait au dit Sieur Jacques Enoul Livaudais, père, et fait partie des biens qu'il a delaissés à son décès.

La présente vente est faite et consentée pour et moyennant la somme

de huit mille piastres, qui est le prix de l'adjudication, que les dits sieurs et dame acquereurs promettent et s'obligent de payer conformément aux conditions de la vente, dans une, deux, et trois années, et par tiers, en leurs billets avec endorsement et à cet effet, ils ont représenté et remis trois billets, par eux souscrits à la date du douze Mars dernier, à l'ordre et endorsés par Dame Jeanne Marguerite Caroline Eulalie Plique, le premier de la somme de deux mille six cent soixante sept piastres, payable dans un an ; le second de pareille somme de deux mille six cent soixante sept piastres, payable dans deux ans; et le troisième de deux mille six cent soixante six piastres, payable dans trois ans de sa date; lesquels billets après avoir été signés ne varietur par le notaire soussigné, pour les identifier avec les présentes, ont été reçus et retirés, par le dit sieur vendeur, qui le reconnait et le déclare, et en sa qualité, en donne décharge aux dits sieurs et dame acquereurs, sous la condition de leur payement à leurs échéances respectives; et à la garantie du payement des quels billets, l'habitation est et demuere specialement hipothéquée jusqu'à leur parfait payement.

Et moyennant l'execution des conditions exprimées aux présentes le dit Sieur Dugué Livaudais, en sa qualité, transporte aux dits sieurs et dame acquereur tous les droits de propriété qu'avait et pouvait avoir le Jacques Enoul Livaudais, père, et qu'ont aujours d'hui ses héritiers sur l'habitation vendue en ces présentes pour par les dits sieurs et dame acquereurs qui depuis le jour de l'adjudication s'en reconnaissent en bonne et réelle possession, jouir, faire, et disposer de la ditte habitation en toute propriété, comme d'un bien leur appartenant au moyen de l'adjudication et en vertu des présentes; car ainsi et obligeant, et promettant, et renonçant, et dont acte.

Fait et passé en la paroisse de la Nouvelle Orléans, sur l'habitation qui est l'objet de la présente vente, où je me suis transporté en considération de la maladie de Mr. Dugué Livaudais, vendeur, le onze Juin de l'année, mil huit cent dix sept, la quarante et unième de l'indépendance des Etats Unis d'Amerique, en présence des Sieurs Jean Louis François Chatry et Jacques Joly, tous deux temoins domiciliés, qui ont signé avec les parties et le notaire public, soussigné, après lecture faite.

Signé, ENOUL DUGUE,
PH. ENOUL DUGUE,
F. DUGUE,
L. HARANG,
C. LIVAUDAIS DUGUE,
DUGUE HARANG,
JACQUES JOLY,
CHATRY,
ME. LAFITTE, *Not. Pub.*

Pour copie performe, Nouvelle Orléans, le dix sept Mars, 1836.
(Signed) A. MAZUREAU, [SEAL.]
Not. Pub.

(*Translation of the foregoing document "F, No.* 11.")

Before Marc Lafitte, notary public, commissioned for the city and parish of New Orleans, second senatorial district of the State of Louisiana, residing therein, and in presence of the witnesses hereinafter named and undersigned.

Was present, Mr. Joseph Enoul Livaudais, planter, proprietor in this parish, who in the name, and as testamentary executor of Mr. Jacques Enoul Livaudais, father, his brother deceased, according to testament duly homologated, said and declared, that in consequence of the public sale at auction which he caused to be made the twelfth March last, in execution of the decree of the judge of the court of probates in this parish, under date of the sixth of February, of the present year, by Messrs. Dutillet & Sagory, auctioneers, in this city, he sells, cedes, and transfers, by these presents, with promise in his quality to guarantee against all troubles, evictions, and all other circumstances whatsoever, and of whatsoever kind, as also against all debts, mortgages, as it is proved by the certificate of the recorder in this, under date of this day, here produced.

Unto Monsieur Jacques Philippe Enoul Dugue Livaudais, Francis Joseph Enoul Dugue Livaudais, Charles Enoul Dugue Livaudais, brothers, and Louis Harang, son, and Mistress Jeanne Marie Genevieve Enoul Dugue Livaudais, his wife, and duly authorized by her said husband, all residing in the parish of New Orleans, highest bidders, here present accepting as undivided purchasers, and for one-fourth each of them; the said Mr. and Mrs. Harrang intervening for one-fourth conjointly with their brothers and brothers in law, their heirs and assigns, a plantation situated in this parish, on the Chapitoulas road, on the left bank of the river, at a distance of about three-quarters of a league from this city, which has about three arpents eighteen toises front on the river, by a depth of eighty apents, bounded east and west by the properties of Mr. Joseph Francois Livaudais, closing in the lines of the depth without any precise or determined measure. The whole, as it is declared and explained in the inventory of the property of Jacques Enoul Livaudais, father, deceased, made before the undersigned notary on the fifteenth January last, and the following days, and announced at the time of their public sale, the said auctioneers Dutillet & Sagory, as having only three arpents fourteen toises, for which the said sellers and purchasers reserve to themselves mutually the right of searching in the former titles, and relative to the ground in question, in order to assure themselves of the real length and direction of each line, and to have them bounded in consequence; but the said sellers and purchasers, renouncing to all recovery or augmentation of price, or indemnity, in the case there should be found by the result of said research more or less than the said three arpents eighteen toises, together with all establishment of whatsoever kind which belongs thereto, without reserve nor exception, which plantation belonged to the said Mr. Jacques Enoul Livaudais, father, and makes part of the property left by him at the time of his death.

The present sale is made and granted for and in consideration of the sum of eight thousand dollars, which is the price of the adjudication, which said purchasers promise and oblige themselves to pay conformably to the conditions of sale in one, two, and three years, and by thirds, in their notes with endorsement, and to that effect they have produced and delivered three notes signed by them, under date of the twelfth of March last, to the order of, and endorsed by Mistress Jeanne Marguerito Caroline Eulalie Plique, the first for two thousand six hundred and sixty-seven dollars, payable in one year; the second of like sum of two thousand six hundred and sixty-seven dollars, payable in two years; and the third for two thousand six hundred and sixty-six dollars, payable in three years from date; which notes, after having been signed no varietur by the undersigned notary, to identify them herewith, have been received and withdrawn by the said seller, who acknowledges and declares in his quality to discharge the said purchasers, under the condition of their payment at their respective maturity, and for the security of the payment of said notes, the plantation is, and remains specially mortgaged, until their final payment, and in consideration of the execution of the conditions herein expressed, the said Mr. Dugue Livaudais in his quality, transfers to said purchasers all rights of property which the said Mr. Jacques Enoul Livaudais, father, had or might have, or which his heirs have, on the plantation hereby sold, so that the purchasers, who acknowledge themselves to be in good and real possession thereof since the day of adjudication, shall enjoy, do, and dispose of said plantation in full property to them belonging, by virtue of the adjudication of these presents.

Done and passed in the parish of New Orleans, on the plantation which is the object of these presents, where I transported myself in consideration of the sickness of Mr. Dugue Livaudais, seller, the eleventh June, of the year eighteen hundred and seventeen, the forty-first of the independence of the United States of America, in presence of Messieurs Jean Louis François Chatry, and Jacques Joly, both witnesses, domiciliated, who have signed with the parties and the undersigned notary public after reading thereof.

(Signed) ENOUL DUGUE,
" PH. ENOUL DUGUE,
" F. DUGUE,
" L. HARANG,
" C. LIVAUDAIS DUGUE,
" DUGUE HARANG,
" JACQUES JOLY,
" CHATRY,
" ME. LAFITTE,
Notary Public.

A true copy. New Orleans, the seventeenth March, 1836.
A. MAZURAN, [SEAL.]
Notary Public.

9°. The plaintiff offered in evidence, document marked "F, No. 12," purporting to be a certified copy of a deed of sale of a tract of land by F. J. E. Dugue Livaudais, and others, to J. F. E. Livaudais, dated 6th July, 1818, which document is as follows:

Pardevant Marc Laffite, notaire publique, commissioné par la ville et paroisse de Nouvelle Orleans, second district senatorial de l'état de Louisiane, y demeurant, et en présence des temoins ci-après nommés et soussignés.

Fut présent le sieur François Joseph Enoul Dugué Livaudais, fils, habitant propriétaire, demeurante en cette paroisse, de présent en cette ville, et en cet office, lequel tant en son nom personel, que comme le mandataire special des sieurs Jacques Phillippe Enoul Livaudais, Charles Enoul Dugué Livaudais, ses frères; de dame Jeanne Marie Genevieve Enoul Dugué Livaudais, sa sœur, épouse du sieur Louis Harang, fils; et du dit sieur Louis Harang, fils, co-propriétaires d'une habitation qui fait l'objet des présentes, suivant pouvoir sous signatures privés, en date du trois Juillet présente année, ici répresente et qui demeure annexé aux présentes, pour y recouvrir après avoir été signé ne varietur par le sieur comparant, pour justifier son iden. avec les présentes, declare, vendre, ceder, et transporter, comme de fait il vend, céde, et transporte par ses présentes, des maintenant et à toujours, avec promesses tant à son nom qu'en sa qualité, de garantir de tous troubles, evictions, et tous autres impedemens quelconques, ainsi que de toutes dettes et hypothèques, mêmes de celles mentionnées au certificat du conservateur en cette ville à la date de ce jour ici représenté, qui dit que la propriété qui fait l'objet des présentes, est sujetté à une hypothèque, consentie par le sieurs et dame vendeur en faveur de la succession du sieur Jacques Enoul Livaudais, père, pour sureté de huit mille piastres, suivant acte au rapport de Marc Laffite, notaire, sous la date du onze Juin, mil huit cent dix sept, et en outre celle générale au profit de dame Jeanne Marie Enoul Dugué Livaudais, épouse du dit sieur Louis Harang, fils, resultante de leur contrat de mariage, au rapport de Mr. Narcisse Brontin, alors notaire, sous la date du quinze Juin, mil huit cent treize, et pour lesquelles il sera stipulé aux présentées.

Au sieur Jacques François Enoul Livaudais, propriétaire demeurant en cette paroisse, ici présent et acceptant acquereur, pour lui, ses heritier, ou ayant causes: une habitation située sur le rive gauche du fleuve en cette paroisse, sur le chemin du Chapitoulas, à la distance d'environ trois quart de lieue de cette ville, qui a environ trois arpens et dix huit toises plus ou moins de face au fleuve, sur une profondeur de quatre vingt arpens, bornée dans la partie supérieure et inférieure par autres propriétés du sieur acquereur, et formant dans les lignes de la ditte profondeur, sans mesure déterminée, telle que la ditte habitation se poursuit et se comporte, sans en rien reserver ni excepter, et telle que les dits sieurs et dame vendeur l'ont acquise de la succession du feu sieur Jacques Enoul Livaudais, père, suivant acte au rapport du notaire soussigné, sous la date du onze Juin, mil huit cent dix sept.

La présente vente est faite et consentie pour la somme de douze mille

piastres, sur laquelle le dit sieur acquéreur a payé celle de deux mille six cent soixante six piastres, en la remise qu'il fait présentement d'un billet de pareille somme par lui dûment acquitté, que le dit sieur vendeur, conjointement avec ses constituans, a consenti, sous sa date; du douze Mars, mil huit cent dix sept, à l'ordre et endorsé par dame Plicque Dugué, et qui est payable des trois ans de sa date, lors de l'acquisition qu'ils ont faite de l'habitation présentement vendue; lequel billet appartient au dit sieur acquéreur comme lui étant advenu par le partage des biens de la succession du sieur Jacques Enoul Livaudais, père, dont il est le co-héritier. Le montant duquel billet le dit sieur vendeur, en son nom personnel, et comme le mandataire special de ses frères, sœur, et beau-frère, declare reçevoir comme comptant à valoir sur le prix de la présente vente, et ordonne quitance d'autant, et pour les neuf mille trois cent trente quatre piastres, qui le parfond et le complettent le dit sieur acquéreur promet et s'oblige de les payer et acquitter, savoir, deux mille piastres au primièr Mars, mil huit cent dix neuf; deux mille quatre cent quarante quatre piastres au premièr Mars, mil huit cent vingt; deux mille quatre cent quarante cinq piastres au premièr Mars, mil huit cent vingt et un, et pareille somme de deux mille quatre cent quarante cinq piastres au premièr Mars, mil huit cent vingt deux, en ses billets l'ordre du dit sieur vendeur; et à cette effet le dit sieur acquéreur a représenté et remis quatre billets par lui souscrits à la date de ce jour, à l'ordre du dit sieur vendeur, pour les sommes et aux termes qui viennent d'être rappellés; lesquels quatre billets représentant la ditte somme de neuf mille trois cent trente quatre piastres, après avoir été signé ne varietur par le notaire soussigné, pour assurer leur identité avec les présentes, ont été reçus, agrées, et retirés par le dit sieur vendeur, qui le reconnait le déclare, et endonne, en son nom, et en sa qualité, decharge sous la reserve de leur payement à leurs échéances respectives, à la garantie du payement desquels quatre billets, l'habitation présentement vendue est specialement hypethèquée jusq'à leur parfait payement.

Et sous le rapport du hypothéques établiés au certificat du conservateur déjà mentioné, et qui ont été déjà établies aux presentes le dit sieur vendeur, en son nom personnel, et en sa qualité de mandataire, s'oblige pour lui, et au nom de ses constituans, de payer et acquitter tous billets et tous obligations qu'ils ont pris en faveur de succession, du dit sieur Jacques Enoul Livaudais, père, et ses heritiers, au termes du dit acte du onze Juin, mil huit cent dix sept, et du rapporter au dit sieur acquéreur à sa demande, et intérieurement à l'échéance de ses billets, toutes radiations partielles ou entière qui attient la propriété presentement vendue, et de plus de faire donner et fournir à toutes hypothèques, tacites ou inscrites, toutes renonciations que le dit sieur acquéreur pourra exiger et réclamer de la part des épouses des sieurs vendeurs, présents ou répresentés, et ce, sous leur responsabilité, particuliere et collective, ce que le dit sieur acquéreur accepte.

Et moyennant l'execution des conditions exprimées aux présentes, le

sieur vendeur tant en son nom personnel, qu'au nom de ses constituans, transporte au sieur acquéreur, tous les droits de propriété qu'ils ont comme co-propriétaire, sur l'habitation vendue en ces présentes, pour par le dit sieur acquéreur qui dès ce jour s'en reconnait en bonne et reelle possession en jouir, faire et disposer, à sa volonté, comme d'un bien lui appartenant au moyen des présentes. Car ainsi et obligeant, et promettant, et renonçant, &c. Dont acte:

Fait et passé à la Nouvelle Orleans, en l'étude le six Juillet, mil huit cent dix huit, l'an quarante trois l'indépendance des Etats Unis d'Amerique, en présence de mon Messieurs Jean Louis François Chatry, et Jacques Jolly, témoins qui ont signé ainsi que les parties et le notaire soussigné après lecture faite.

(Signé) F. DUGUÉ.
" T. LIVAUDAIS.
" CHATRY.
" J. JOLY.
" M. LAFITTE,
Not. Pub.

Pour copie conforme à l'original. Nouvelle Orleans, le 15 Mars, 1836.

[SEAL.] (Signed) A. MAZUREAU,
Not. Pub.

(*Translation of the foregoing document "F, No. 12."*)

Before Marc Lafitte, notary public, commissioned for the city and parish of New Orleans, second senatorial district of the State of Louisiana, there residing, and in presence of the witnesses hereinafter named and undersigned:

Was present Mr. François Joseph Enoul Dugué Livaudais, son, planter proprietor, residing in this parish, at present in this city, and in this office, who as well in his individual name, as special attorney in fact of Messieurs Jacques Philippe Enoul Dugué Livaudais, Charles Enoul Dugué Livaudais, his brothers, of Mistress Jeanne Maria Genevieve Enoul Dugué Livaudais, his sister, wife of Mr. Louis Harang, son, and of Mr. Louis Harang, son, co-proprietors of a plantation which is the object of these presents, according to procuration under private signature, under date of the third of July of the present year, here produced, and which remains annexed to these presents for recourse, after having been signed ne varietur by the said appearer, to identify it with these presents, declares to sell, cede, and transfer, as in fact he sells, cedes, and transfers by these presents, now and forever, under the promise as well in his name as in his quality, to guarantee against all troubles, evictions, and all other incumbrances whatsoever, as also against all debts, [and] mortgages, even those mentioned in the certificate of the recorder in this city, under date of these presents, which states that the property which is the object of these presents, is subject to a mortgage granted by the messieurs and mistress seller, in favor of the succession

of Mr. Jacques Enoul Livaudais, father, for security of eight thousand dollars, as per act in the office of Marc Lafitte, notary, under date of the eleventh of June, eighteen hundred and seventeen, and besides to the general one in favor of Mistress Jeanne Marie Enoul Dugué Livaudais, wife of said Mr. Louis Harang, fils, resulting from their marriage contract in the office of Narcisse Brontin, that time notary, under date of the fifteenth of June, eighteen hundred and thirteen, and for which stipulations will be made in these presents.

Unto Mr. Jacques François Enoul Livaudais, proprietor, residing in this parish, here present, and acceptant purchaser for himself, his heirs or assigns, a plantation situate on the left bank of the river in this parish, on the Chapitoulas road, at the distance of about three quarters of a league from this city, which has about three arpents and eighteen toises more or less, fronting the river, by a depth of eighty arpents, bounded on the upper and lower parts by other property of the purchaser, and closing in the lines of said depth without fixed measure, as the said plantation now stands, without reserve nor exception, as the said sellers acquired it from the succession of Jacques Enoul Livaudais, father, deceased, as per act in the office of the undersigned notary, under date of the eleventh June, eighteen hundred and seventeen.

The present sale is made and granted for the sum of twelve thousand dollars, on account of which, the purchaser has paid that of two thousand six hundred and sixty-six dollars, in the delivery which he now makes of a note of the like sum by him duly acquitted, which said seller conjointly with his constituents granted, under date of the twelfth of March, eighteen hundred and seventeen, to the order of and endorsed by Dame Plicque Dugué, and which is payable in three years from its date, at the time of the acquisition which they made of the plantation presently sold, which notes belong to said purchaser, as having come to him by the partition of the goods of the succession of Mr. Jacques Enoul Livaudais, father, of whom he is co-heir. The amount of which note the said seller in his individual name, and as special attorney in fact of his brothers, sister, and brother-in-law, declares to receive as cash, on account of the price of the present sale, and gives acquittance for so much, and for the nine thousand three hundred and thirty-four dollars, which complete the amount; the said purchaser promises and obliges himself to pay and acquit as follows: two thousand dollars the first of March, eighteen hundred and nineteen; two thousand four hundred and forty-four dollars, the first of March, eighteen hundred and twenty; two thousand four hundred and forty-five dollars, the first of March, eighteen hundred and twenty-one; and the like sum on the first of March, eighteen hundred and twenty-two, in his notes to the order of said seller; and to that end the said purchaser has produced and delivered four notes signed by him, under date of this day, to the order of said seller, for the sums and at the terms above recited; which four notes representing said sum of nine thousand three hundred and thirty-four dollars, after having been signed ne varietur by the undersigned notary, to identify them with these presents, have been received and

withdrawn by said seller, who acknowledges it, and in his name and quality gives discharge under the reserve of their payment at their respective maturity, for the security of the payment of which said four notes the plantation presently sold is specially hypothecated until final payment.

And as regards the mortgages recited in the certificate of the recorder of mortgages already mentioned, and which have been already set forth in these presents, the said seller in his individual name and in his quality as attorney in fact, obliges himself and his constituents to pay and acquit all notes and obligations taken in favor of the succession of said Mr. Jacques Enoul Livaudais, father, and his heirs, according to the terms of said act of the eleventh of June, eighteen hundred and seventeen, and to forward to said purchaser, and at his demand, and before the maturity of his notes, all radiations, whether in whole or in part, which affect the property presently sold, and moreover to give and furnish to all mortgages, whether tacit or inscribed, all renunciations which said purchaser might exact and claim on the part of the wives of said sellers present and represented, and that under their particular and collective responsibility which the present purchaser accepts.

And in consideration of the execution of the conditions herein expressed, the said seller, as well in his individual name, as in that of his constituents, transfers to said purchaser all rights of property which they have as co-proprietors in the plantation hereby sold, so that the said purchaser, who acknowledges to be in good and real possession thereof from this day, may enjoy, do and dispose of the same, according to his will, as property unto him belonging by virtue of these presents. So obliging, &c., promising, &c., renouncing, &c.

Which act done and passed at New Orleans, in the office, the sixth of July, eighteen hundred and eighteen, the forty-third year of the independence of the United States of America, in presence of Messieurs Jean Louis François Chatry and Jacques Jolly, witnesses, domiciliated, who have signed, as also the parties and the undersigned notary, after reading thereof.

Signed F. DUGUE,
" T. LIVAUDAIS,
" CHATRY,
" J. JOLLY,
" MC. LAFITTE,
Not. Pub.

A true copy of the original, New Orleans, the 15th of March, 1836.
[SEAL.] A. MAZUREAU,
Not. Pub.

10o. The plaintiff offered in evidence document marked "F, No. 13," purporting to be a certified extract of a deed of sale of a plantation, by J. F. E. Livaudais to Mrs. Livaudais, dated 25th January, 1826, which document is as follows:

Extrait d'un acte passé devant Marc Lafitte, notaire, le 25 Janvier, 1826:

Pardevant Marc Lafitte, notaire public, commissioné pour la ville et paroisse de la Nouvelle Orleans, second district senatorial de l'Etat de la Louisiane, y demeurant, et en présence des témoins ci-après nommés et soussignés, fut présent Mr. Jacques François Enoul Livaudais, proprietaire domeurant en cette ville, rue Conti, lequel a déclaré avoir vendu, cédé, délaissé, et transporté, comme en effet par le présent acte, il vend, céde, delaisse, et transporte, dis ce moment et pour toujours, sous toutes les garanties de droit, à Dame Marie Celeste Marigny, son epouse, séparée de corps et de biens d'avec le sieur comparant, par sentence passée en force de chose jugée rendu par l'honorable cour de paroisse *de la paroisse* de la Nouvelle Orleans, dont copie authentique est et demeure annexé au présent acte de vente la dite Dame Marie Celeste Marigny, ici présente et acceptant pour elle, ses heritiers, successeurs, ou ayans cause, une habitation située en cette paroisse, rive gauche du fleuve, à la distance d'environ deux milles de cette ville dans sa partie superieure, mesurant seize arpents treize toises et plus s'il s'en trouve, de face au fleuve avec la batture en face de la dite habitation, dont neuf arpents superieur ont une profondeur de quatre vingts arpents, et le surplus comporte une profondeur de quarante arpents, laquelle habitation est bornée dans la partie superieure par la briquetrie appartenant au Sieur Valery Jean de Lassize, aux droits du Sieur Guy Duplantier, et au bout de cette même briquetrie par les terres et emplacemens du faubourg Plaisance, et dans sa partie inferieure, par l'habitation que à appartienne à Mme. Rousseau aux droits de Dame Vve. Parris, sa mère; laquelle habitation a été divisée et convertée en un faubourg sous la denomination de faubourg Lafayette. Le dit sieur vendeur vend ensemble avec cette même habitation, et sans reserve tous les batimens et tous les edifices de toute nature que cette même habitation comporte en ce moment dans leur état présent; ainsi que tous les droits qui pourraient être reconnus avoir appartienne et appartenir en conformité de ses titres de propriéte, au dit sieur vendeur, dans les profondeurs de l'habitation présentement vendue et au delà des profondeurs déjà établies sans aucune reserve et sans aucune garantie de sa part pour ces mêmes droits eventuels qu'il declare n'avoir jamais aliénés; laquelle habitation en ce moment vendue et acquise au présent acte, appartient au dit sieur vendeur pour en avoir acquis une portion de Messrs. Dugue Livaudais, freres, et de Sieur et Dame Harang, par acte reçu en cet office le six Juillet, mil huit cent dix huit, et tenir, le surplus de cette même habitation de son pere decédé le Sieur Jacques Livaudais à titre d'avancement d'hoirie lors du marriage du sieur vendeur, et par actes qu'il ne peut rappeller en ce moment, mais dont il s'oblige à justifier lorsqu'il en sera besoin. En ce moment sont répresentés par les parties contractantes: 1°. Un plan figuratif de cette même habitation, signé Bringier, arpenteur général, sous la date du Sept. de ce mois; et 2°. Un certificat signé Jh. Pilié, voyer de la ville de la Nouvelle Orleans,

sous la date du trente Décembre dernier; lesquels deux pieces après avoir été signés ne varietur par les parties contractantes pour en assurer l'identité, sont et demeurant annexées au present acte pour devoir en faire partie.

Nouvelle Orleans, le quinze Mars, mil huit cent trente-six.

(Signed,) A. MAZUREAU, *Not. pub.*

L'original est signé, M. C. Marigny Livaudais, F. Livaudais, Gros, Th. Seghers, Mc. Lafitte, not. pub.

(Signed,) A. MAZUREAU, *Not. pub.*

Translation of the foregoing document F, No. 13.

Extract of an act passed before Marc Lafitte, notary, the 25th January 1826.

Before Marc Lafitte, notary public, commissioned for the city and parish of New Orleans, second senatorial district of the State of Louisiana, residing therein, and in presence of the hereinafter named and undersigned witnesses:

Was present Mr. Jacques François Enoul Livaudais, proprietor, residing in this city, Conti street, who declared to have sold, ceded, abandoned, and transferred, as in fact by these presents he sells, cedes, abandons, and transfers, from now and forever, under all guaranties of right:

Unto Mistress Marie Celeste Marigny, his wife, and from him separated of bed and board, by decree rendered by the honorable parish court of New Orleans, an authentic copy of which is and remains annexed to the present act of sale, said Mistress Marie Celeste Marigny being here present, and accepting for herself, her heirs, successors, and assigns, a plantation situate in this parish, left bank of the river, about two miles distant from this city in its upper part, measuring sixteen arpents thirteen toises, and more if it is to be found, fronting the river with the batture in front of said plantation, of which nine upper arpents have a depth of eighty arpents, and the surplus shows a depth of forty arpents; which plantation is bounded above by the brick yard belonging to Mr. Valery Jean de Lassize, to the right of Mr. Guy Duplantier, and at the end of the said brick yard by the faubourg Plaisance, and below by the plantation which belonged heretofore to Mrs. Rousseau, to the right of Mistress widow Parris, her mother, which plantation was divided and converted into a fauburg, under the name of fauburg Lafayette. The said seller sells, together with the said plantation, and without reserve, all buildings of whatever kind now on the said plantation, and in their present state; also, all the rights which may have been recognised as belonging thereto according to said seller's titles, in the depth of the plantation presently sold, and beyond the depths already established, without any guarantee on his part for these same eventual rights, which he declares to have never alienated.

Which said plantation at this moment sold, and acquired by the present act, belongs to the said seller, for having acquired a portion of the

same from Messrs. Dugué Livaudais, brothers, and from Mr. and Mrs. Harang, by act of record in this office, the sixth of July, eighteen hundred and eighteen, and the surplus of said plantation from his father, deceased, Mr. Jacques Livaudais, by title of advance of inheritance at the time of the seller's marriage, and by acts which he does not now recollect, but which he obliges himself to exhibit when need may be; at this moment the contracting parties have presented: 1°, a figurative plan of this same plantation, signed Bringier, surveyor general, under date of the seventh of this month. 2°. A certificate signed Jh. Pilie, surveyor of this city of New Orleans, under date of the thirteenth of December last, which two pieces, after having been signed ne varietur, by the contracting parties to insure the identity of the same, are and remain annexed to the present act to make part thereof.

New Orleans, the fifteenth March, eighteen hundred and thirty-six.

[SEAL.]

A. MAZUREAU, *Not. Pub.*

The original is signed, M. C. Marigny Livaudais, F. Livaudais, Gros. Th. Seghers, Mc. Lafitte, Not. pub.

A. MAZUREAU, *Not. Pub.*

11°. The plaintiff offered in evidence, document marked "F, No. 14," purporting to be an extract of a deed of sale of a plantation, by Mrs. Livaudais, to Messrs. Morgan, Peters, Peirce, and Chase, dated 24th February, 1832, which document is as follows:

UNITED STATES OF AMERICA,
State of Louisiana, city of New Orleans.

Be it remembered, that this day, the twenty-fourth day of February, in the year one thousand eight hundred and thirty-two, and in the fifty-sixth year of the independence of the United States of America.

Before me, Louis T. Caire, a notary public, in and for the city and parish of New Orleans, duly commissioned and sworn, and in presence of the witnesses hereafter named and subscribed:

Personally came and appeared Messrs. Henry Perret and Amable Charbonnet, partners trading and using commerce in New Orleans, under the firm and style of H. Perret & Charbonnet, and Mr. Charles Papet, all residing in this city, acting for and in the name of Mrs. Marie Celeste Marigny, the wife, separated from bed and board, of Mr. Jacques François Enoul Livaudais, by virtue of a judgment rendered by the honorable the parish court, in and for the city and parish of New Orleans, on the fifth day of December, one thousand eight hundred and twenty-five, and residing now at Paris, Louvois street, No. ten, Bis, Kingdom of France, said appearers acting in their aforesaid capacity, in virtue of a power of attorney, general and special, given to them by said Mrs. Livaudais, per act received by Mr. Berceo and his colleague, Chandru, notaries in Paris, on the thirteenth day of July, one thousand eight hundred and thirty one, recorded on the following day, fo. 156, Vo. C. 2, and accompanied by the legalization of Messrs. Perignon, presi-

dent of the tribunal civil of Seine; Brocard, chief clerk of the administration of justice; Delamare, chief clerk of the administration of foreign affairs; and Isaac Cox Barnet, consul of the United States of America in Paris; which power of attorney, containing the special power of selling the plantation or tract of land hereafter described, has not been revoked, exists still in its full force and virtue, and is and remains hereto annexed for reference.

Which appearers, acting as aforesaid for and in the name of said Mrs. Livaudais, declared and said, that they do by these presents, grant, bargain, sell, convey, transfer, abandon, and set over, with the guarantee hereafter more amply expressed, and with the exception and reservation of a certain tract or parcel of ground and the buildings thereon, the dimensions and description whereof shall be hereafter given:

Unto Messrs. Mathew Morgan, Samuel Jarvis Peters, Levi Peirce, and William Henry Chase, residing in this city, here present and accepting, purchasers each for an undivided fourth part thereof, for them, their heirs, and assigns, a certain tract of land or plantation, situated at about two miles above this city of New Orleans, and on the same side of the river, generally known by the denomination of Mrs. Livaudais's plantation, in whose possession it is now, together with the batture fronting the same, and all the rights, dependencies, and appurtenances, belonging to said batture, without any exception whatsoever.

The said tract of land or plantation, measuring sixteen arpents twenty toises, more or less, front on the river Mississippi, with all the depth thereto belonging, by virtue of the titles of property hereafter enumerated, and the width they may have in the rear in virtue of said titles. The said tract of land or plantation is bounded on the upper limit by the property of Mr. Lassize, and on the lower limit partly by the property of Robert Layton, now used as a rope walk; together with its dependencies and appurtenances, and the rights, actions, and privileges of whatsoever nature thereto belonging, or in any wise appertaining, without any exception whatsoever, the whole well known of the purchasers who have at leisure visited the premises, and want no other designation thereof.

And the said Perret, Charbonnet, and Papet, acting as aforesaid, declared that all the titles of property of their constituent to the said tract of land or plantation, derive from the sale thereof made unto her by Mr. Jacques Francois Enoul Livaudais, her husband, in part payment of her dotal rights per act received by Marc Lafitte, then a notary public in this city, on the twenty-fifth day of January, one thousand eight hundred and twenty-six.

And as the vendors, acting as aforesaid, could not complete the history of the title of property of the said Mr. Livaudais to their satisfaction, they do by these presents give to the aforenamed purchasers the personal guarantee of their constituent, Mr. Livaudais, against all troubles, liens, debts, mortgages, evictions, alienations, and any other incumbrance of whatsoever nature, for thirteen arpens and eight toises front on the river Mississippi, by forty arpents deep, with substitution and sub-

rogation as the above thirteen arpens and eight toises by forty arpents deep, in her place and stead, for all the rights, actions, privileges, and warranty accruing from her vendor, and the preceding vendors or proprietors, hereby transferring unto them, also, all and singular the rights she might have to the double concession, that is to eighty arpens deep, by virtue of the titles hereafter delivered to the said purchasers, but without any guarantee on her part.

But for the three arpents and twelve toises, more or less, forming the balance of the sixteen arpents and twenty toises, more or less, the object of the present sale, the said Messrs. Perret, Charbonnet, and Papet, acting as aforesaid, declared that, in conformity to a special and express condition agreed upon with the aforenamed purchaser, they give no other guaranty but for and against the personal deeds and promises of their constituent that they do hereby transfer unto them; but without guarantee on her part, all the rights of whatsoever nature she now has, or might have, against her husband, the said Jacques Francois Enoul Livaudais, by virtue of the sale afore related *related*, passed before Marc Lafitte, on the twenty-fifth day of February, one thousand eight hundred and twenty-six, and all the rights of whatsoever nature accruing from the preceding titles, by means whereof they might claim and obtain the whole depth of the said tract of land, subrogating and substituting to that effect, in her place and stead, and also to all the rights which the said Mr. Livaudais has or may have to the double concession in the rear of the property of Mr. Lassise, and formerly a part of the plantation belonging to Mr. Jacques Francois Enoul Livaudais.

And in order to indemnify the said purchasers for the want of guarantee of the title of the said three arpents and twelve toises, the said vendors, acting as aforesaid, have agreed to make, as they do hereby make, a deduction of ten thousand dollars on the price first agreed upon for said tract of land or plantation.

This sale is made and accepted for and in consideration of the sum of four hundred [and] ninety thousand dollars, the sum of ten thousand dollars, the indemnity granted to the purchasers for the want of guarantee of the title of the three arpents and twelve toises, having been deducted from the sum of five hundred thousand dollars, the price first agreed upon by the parties, payable forty-nine thousand dollars cash, and the balance in notes satisfactorily endorsed, payable at one, two, and three years from date, with special mortgage until final payment. The vendors aforenamed observing that, although they were limited and directed in the said power of attorney here above dated and mentioned and hereto annexed, to sell the property for a sum of one hundred thousand dollars cash, and the balance at one, two, and three years, they have considered that it was more in the interest of their constituent to accept the terms and mode of payment here above mentioned. That the amount of the sale is nearly one hundred thousand dollars more than the price limited, exclusive of the lot of ground hereafter reserved and described.

Now, therefore, in part payment of the said sum of four hundred and ninety thousand dollars, the said purchasers, jointly and each in their respective proportion, well and truly paid, at the sight of the undersigned notary and witnesses, the sum of forty-nine thousand dollars cash in hand, to the vendors acting as aforesaid, the receipt whereof they do hereby acknowledge and grant in their aforesaid capacity to the said purchasers a full and complete discharge and acquittance therefrom.

The ninety-three promissory notes afore described, amounting together to the sum of four hundred [and] forty-one thousand dollars, have been countersigned ne varietur by me, notary, to identify them with these presents, and immediately delivered to Messrs. Perret, Charbonnet, and Papet, the receipt whereof they do hereby jointly acknowledge; said notes are all dated on this day; and to secure the payment of said notes, the tract of land or plantation presently sold, is and remain specially and by privilege mortgaged and hypothecated in behalf of the vendors, acting as aforesaid, or of the bearers of said notes, until final payment of the whole amount, consenting, the said purchasers, that the present mortgage be recorded wherever it shall or may be necessary, and to that effect they give full power to any bearer of a copy of the present deed. But it has been expressly agreed upon, as one of the principal conditions of this sale, that the said purchasers should bind themselves, and they do hereby bind themselves, jointly and severally, one for the other and one for the whole, with renunciation to the benefit of division or discussion, to discount the notes afore described and given in payment, at the rate of six per cent. per annum, on or before the thirty-first day of March, in the current year one thousand eight hundred and thirty-two.

In compliance with the preceding paragraph, Messrs. Perret, Charbonnet, and Papet, bind themselves by these presents, to hold in their hands, and until the first day of April next, the notes afore described, and to receive the amount thereof, and interest at the rate of six per cent. per annum, first deducted, from the day the same shall be paid at any time within this period; but after the thirty-first day of March next, the said vendors, acting as aforesaid, shall be at liberty to dispose of all the notes, or such of them that should not be paid at the expiration of the time appointed, for the best interest of their constituent, and as they will think adviseable, and even to claim all damages resulting from the nature of the case.

This sale is made, moreover, under the following reservation, to wit, Mrs. Livaudais shall and does hereby remain the proprietor and possessor of a certain portion of the said tract of land or plantation, on which are now erected her dwelling-house and other dependencies, with the garden fronting the same. The lot of ground so reserved measures four hundred and sixty feet front on the intended public road, and running in depth between two parallel lines five hundred [and] eighty-eight feet on the lower line, and only four hundred and ninety-five feet on the upper line, and four hundred and forty-eight feet in the rear. The property and possession of said lot of ground will therefore belong ex-

clusively to said Mrs. Livaudais, and shall not be considered as part of the plantation sold, as above stated, for the sum of four hundred [and] ninety thousand dollars.

The lot of ground here above reserved by Mrs. Livaudais, is represented on a plan drawn by Benjamin Buisson, surveyor of the parish of Jefferson, on the sixteenth day of January last past, hereto annexed and signed ne varietur by the contracting parties, and by the undersigned notary and witnesses, to which they refer merely for the purposes of locating the said lot of ground, the purchasers not being bound by any other disposition of said plan than that of the public road.

In consideration of the foregoing, and under the faithful and punctual execution of all and singular the conditions of the present sale, the said Perret A. Charbonnet and Mr. Papet, do by these presents transfer and abandon to the said purchaser, with the exceptions and reservation here above stipulated, all the rights of property of whatsoever nature their constituent, said Mrs. Livaudais, had or might have on the tract of land presently sold in virtue of the titles hereafter described, with substitution and subrogation in her place and stead, for all and singular the rights, actions, and privileges resulting in her favor from the said titles, and that she might exercise against her vendor or the preceding vendors or proprietors, in order that they, the said purchasers, may dispose of the same as belonging to them well and lawfully, by virtue of the present deed, hereby consenting, the said vendors acting as aforesaid, that possession of the premises be taken immediately.

According to the certificate of the recorder of mortgages in and for the city and parish of New Orleans, delivered this day, and to another certificate bearing the same date, delivered by the honorable M. Harang, judge and ex officio recorder of mortgages for the parish of Jefferson, both hereto annexed for reference, it appears that the tract of land or plantation presently sold is free from any incumbrance in the name of Mrs. Livaudais.

The vendors, acting as aforesaid, moreover declared that part of the batture fronting the river, and belonging to the tract of land or plantation above described and sold, is leased for a sum of one thousand eight hundred and fifty dollars per annum, that the leases shall expire on the first day of August, and first day of December, one thousand eight hundred and thirty-three, to which leases the purchasers afore mentioned do hereby consent to submit themselves; in consequence whereof, the said Perret, and Charbonnet, and Papet, do by these presents transfer, without any guarantee on the part of their constituent, to the said purchasers hereby accepting, all the rights and immunities arising and resulting from the leases here above mentioned.

In order to enable the aforenamed purchasers to examine and study the history of the titles of property depending from and belonging to the said tract of land, the said vendors acting as aforesaid, have presently delivered the copies of all the deeds and transactions relative to the said tract of land or plantation, from the twenty-third day of February, one thousand eight hundred and twenty-six, at which time Mr. Livau-

dais sold, per act before Lafitte, the said tract of land to his wife, the said Mrs. Livaudais, down to the twenty-second day of April, one thousand seven hundred and fifty-one, at which time Mr. and Mrs. Brontin sold to Delino de Chalmette a certain tract of land of larger extension, a portion whereof is the tract of land presently sold, the receipt of which copies the said purchasers do hereby acknowledge.

Thus has the whole been agreed upon by the contracting parties.

Done and passed in my office at the city of New Orleans, the day, month, and year afore mentioned, in presence of Charles Darcantel and André Darcantel, witnesses thereto required, and residing in this city, who have signed with the contracting parties, and me, notary, after the reading of the act.

(Signed) A. CHARBONNET,
" H'RY PERRET,
" SAM'L J. PETERS,
" CHARLES PAPET,
" WM. H. CHASE,
" M. MORGAN,
" L. PEIRCE,
" A. DARCANTEL,
" CHARLES DARCANTEL,
" LOUIS T. CAIRE, *Not. Pub.*

I certify the foregoing to be a true extract of the act of sale, passed by Mrs. Livaudais to Messrs. Morgan, Peters, Peirce, and Chase, on the twenty-fourth day of February, eighteen hundred and thirty-two, and extant in my current register. In faith whereof I grant these presents under my signature, and the impress of my seal of office, at New Orleans, this fifth day of May, eighteen hundred and forty-six.

[SEAL.] (Signed) LOUIS T. CAIRE,
Not. Pub.

12o. The plaintiff offered in evidence document marked "F, No. 15," purporting to be a certified copy of a deed of sale of property by Morgan, Peters, Chase, and Peirce, to J. McDonogh, dated 10th February, 1836; which document is as follows.

Be it known, that on this tenth day of the month of February, in the year of our Lord one thousand eight hundred and thirty-six, and the sixtieth of the independence of the United States of America:

Before me, Felix Grima, a notary public in and for the parish and city of New Orleans, State of Louisiana, duly commissioned and sworn, and in the presence of the witnesses hereinafter named and undersigned:

Personally came and appeared Matthew Morgan, Samuel Jarvis Peters, Levi Peirce, all residing in this city, herein acting in their own names, and George Mathews, esq., of said city, herein acting as the attorney in fact, of William Henry Chase, now temporarily absent from this State, by virtue of a general power of attorney granted to him by an act executed before William Christy, a notary public in this city,

bearing date the twenty-ninth day of January, eighteen hundred and thirty-four.

And the said appearers declared that they did, on the fifteenth day of December, eighteen hundred and thirty-five, cause to be exposed for sale at public auction, at the Arcade Exchange, in the suburb St. Mary, of this city, by Isaac L. McCoy, a licensed auctioneer, certain property consisting in sundry lots and parcels of ground, situated in the parish of Jefferson, in this State, at about two miles above this city, and being part of the plantation which was purchased by the said Mathew Morgan, Samuel Jarvis Peters, Levi Peirce, and William Henry Chase, from Madam Marie Celeste Marigny, the wife separated from bed and board of Mr. Jacques Frangois Enoul Livaudais, represented by her attorneys in fact, Messieurs Henry Perret, Amable Charbonnet, and Charles Papet, by act of sale passed before Louis T. Caire, notary public in said city, on the twenty-fourth day of February, eighteen hundred and thirty-two; which plantation they had caused to be laid off in squares, and divided into lots, as per plan drawn by Benjamin Buisson, surveyor for the said parish of Jefferson, dated the fifth day of March, eighteen hundred and thirty-two, and now deposited in this office; and that at the said sale, all the rights, title, and interest, which by the aforementioned act, before Louis T. Caire, notary, was conveyed to the said Mathew Morgan, Samuel Jarvis Peters, Levi Peirce, and William Henry Chase, by the said Mistress Livaudais, in and to the land situate in the rear of the said land divided in squares and lots as above mentioned, and sold by them on the twelfth day of March, eighteen hundred and thirty-two, and hereinafter more fully designated, was adjudicated to John McDonogh, esquire, the last and highest bidder for the same, at the price of twenty-five thousand dollars, payable on the following conditions and terms of credit, that is to say, one-fourth at a credit of six months for notes satisfactorily endorsed, but without mortgage on the premises, and the balance payable in one, two, and three years in notes without endorsements, but secured by special mortgage until final payment, as the whole more fully appear by the process verbal of said adjudication, signed by the said auctioneer, and hereunto in the margin annexed for reference.

And the said appearers further declare, that since the above mentioned sale at auction the said John McDonogh having agreed to pay in cash the amount of the consideration thereof, it is agreed, by and between the said vendors and the said purchaser, that the above mentioned sum of twenty-five thousand dollars shall be paid cash, deduction being made therefrom of the discount at the rate of eight per cent. per annum, on the terms of credit hereinbefore specified, which discount, amounting to the sum of two thousand two hundred and fifty dollars, reduces the amount of the said consideration in cash to the total sum of twenty-one thousand seven hundred and fifty dollars.

Now, therefore, in consideration of the premises, and pursuant to the said sale and adjudication, and to the agreement above mentioned between the said parties, the said Matthew Morgan, Samuel Jarvis Peters,

Levi Peirce, and the said George Matthews, in his said capacity, and on behalf of the said William Henry Chase, declared that they do, by these presents, grant, bargain, sell and deliver, with full warranty against all debts, liens, mortgages, suits, evictions, alienations, and all other incumbrances of what nature or kind soever, but only as regards the triangular piece of ground herein after described, and without any warranty whatever against the legal claims and demands of any person or persons whomsoever, as regards the right, title, and interest of them, the said vendors, in and to the land situated in the rear of said triangular piece of ground:

Unto the said John McDonogh, residing in this parish of Orleans, here present and accepting, purchaser for himself, his heirs and assigns:

First. All and singular that triangular piece of ground, situate, lying and being, in the rear of the suburb Livaudais, in the parish of Jefferson, above this city, designated by the letters A, B, C, on a plan drawn by Benjamin Buisson, surveyor for the said parish of Jefferson, dated the twentieth of March, eighteen hundred and thirty-two, and now deposited as plan number "twenty-four," in the book of plans of me, notary; said triangular piece of ground, measuring two thousand two hundred and eighty-three feet six inches, on the lower line of St. George street, being the last street of said suburb Livaudais, five hundred and ninety feet on the line dividing it from property of Mons. Delassize, and two thousand three hundred and seventy-five feet on the line dividing it from the back land hereinafter mentioned, and of which the right, title and interest, acquired by the said vendors from Mistress Livaudais, is herein conveyed.

Secondly. All the right, title, interest, claim, and demand which they, the said Mathew Morgan, Samuel Jarvis Peters, Levi Pierce, and William Henry Chase, have or may have, in and to all that portion of land situated, lying, and being in the rear of the triangular piece of ground above described, or in the rear of so much of that plantation or tract of land, measuring sixteen arpents twenty toises, more or less, in front to the river Mississippi, and situated in the parish of Jefferson, at about two miles from the city of New Orleans, and on the same bank of the river which has been heretofore sold in lots by the said vendors, and which plantation was formerly known under the denomination of Mrs. Livaudais' plantation, so far as the said rights, title, and interest were acquired by the said vendors from Mrs. Marie Celeste Marigny, the wife, separated from bed and board of Jacques Francois Enoul Livaudais, by deed of sale executed before Louis T. Caire, a notary public in this city, on the twenty-fourth day of February, eighteen hundred and thirty-two, and to which rights the said Mistress Livaudais was herself in anywise entitled by virtue of the titles of said property as acquired by her.

It is expressly agreed and understood, by and between the said parties, that the said vendors do not guarantee the title to the rear land herein conveyed, nor the quantity of the said land.

And the said Levi Pierce, one of the said vendors, having purchased

from the New Orleans Canal and Banking Company, a corporate body of this State, and from Samuel Kohn, represented by Joachim Kohn, his attorney in fact, and from Laurent Millaudon and John Slidell, by an act of sale executed before Jules Mossy, a notary public in this city, then representing Greenbury Ridgely Stringer, also a notary public in this city, bearing date the fourth day of June, eighteen hundred and thirty-three, all the right, title, and interest of the said New Orleans Canal and Banking Company, the said Samuel Kohn, the said Laurent Millaudon and the said John Slidell, in and to that lot or parcel of ground situated in the parish of Jefferson, above this city, and designated by the number II, on a plan drawn by Charles J. Zimpel, deputy city surveyor, on the twenty-seventh day of April, eighteen hundred and thirty-three, and now deposited in this office; said lot or parcel of ground containing about one hundred and eighty-one acres, together with all the appurtenances thereto belonging. Now, therefore, he, the said Levi Pierce, does, by these presents, reserve to himself any right acquired by him under the above mentioned deed of sale or under the persons from whom the said New Orleans Canal and Banking Company, the said Samuel Kohn, the said Laurent Millaudon, and the said John Slidell have purchased, but does not reserve any right which he has acquired from the said Mistress Livaudais by the afore mentioned act before Louis T. Caire, notary, on the said twenty-fourth day February, eighteen hundred and thirty-two; each party thereby standing upon the merits of their respective titles, as if the said Levi Pierce was no party to this act: To have and to hold the said rights, title, and interest of the said vendors in and to the said property, unto the said John McDonogh and to his heirs and assigns by virtue hereof. The said Mathew Morgan, Samuel Jarvis Peters, and Levi Pierce hereby binding themselves and their heirs, and the said George Mathews hereby binding his said constituent, William Henry Chase, and his heirs and assigns, to warrant and defend the said triangular piece of ground unto the said purchaser, against all legal claims and demands of any person or persons whomsoever; but to warrant and defend the said rights, title, and interest of them, the said vendors, in and to the aforesaid land, situated in the rear of said triangular piece of ground, and all the privileges thereunto belonging, only against themselves, the said vendors and their heirs, and against all and every person or persons whomsoever, claiming or to claim by, for, through or under them, by these presents.

The present sale is made and accepted for and in consideration of the total sum of twenty-one thousand seven hundred and fifty dollars cash; said cash being the nett proceeds of the consideration of the sale at auction afore mentioned, after deducting the discount allowed by the herein before recited agreement; which sum the said John McDonogh has paid cash unto the said vendors, at the sight of the undersigned notary and witnesses, the receipt whereof is hereby acknowledged, and a full and entire acquittance and discharge granted for the same.

According to the certificate of the parish judge and ex officio recorder of mortgages in and for the said parish of Jefferson aforesaid, bearing

date the twenty-fifth day of January last past, and hereunto in the margin annexed for reference, it results that there is no mortgage standing in the names of said vendors and recorded against the property herein conveyed.

And now, whereas Mistress Ann Paul Mathews, the wife of the said William Henry Chase is absent from this State with her said husband, and cannot, therefore, intervene in the present act, for the purpose of renouncing the dotal, matrimonial, paraphernal, and other rights and privileges granted to her by the laws of this State, on the property of her said husband, the said Mathew Morgan, Samuel Jarvis Peters, Levi Pierce, and the said George Mathews, in his said capacity, do hereby promise and bind themselves to furnish and produce and to deliver unto the said purchaser, a renunciation and relinquishment in due form of law from the said Mistress Ann Paul Mathews, wife of the said William Henry Chase, in favor of the said purchaser, John McDonogh, of all her said matrimonial, dotal, paraphernal, and other rights, claims, and privileges on the property of her said husband herein conveyed, which renunciation shall be furnished within four months from the date of the present act.

And now to these presents came and intervened Madam Lucinda Rogers, wife of the said Matthew Morgan, and Madam Marianne Angelique D'Silly, wife of the said Samuel Jarvis Peters, the said wives having attained the age of majority; and the said wives did severally declare unto me, notary, that it is their wish and intention to release, in favor of the said John McDonogh, the property herein conveyed from all the matrimonial, dotal, paraphernal, and other rights, and from any claims, mortgages, and privileges to which they may be entitled, whether by virtue of their marriage with their said respective husbands or otherwise.

Whereupon I, the said notary, did inform the said wives, apart and out of the presence and hearing of their said respective husbands, that by the laws of this State the wife has a general and tacit mortgage on the property of the husband: First, for the restitution of her dowry, and for the reinvestment of the dotal property sold by her husband, and which she brought in marriage, reckoning from the celebration of the marriage. Secondly, for the restitution and reinvestment of the dotal property by her acquired since marriage, whether by succession or donation, from the day the succession was opened or the donation perfected. Thirdly, for nuptial presents. Fourthly, for debts by her contracted with her said husband; and, fifthly, for the amount of her paraphernal property alienated by her and received by her said husband or otherwise disposed of for the individual interest of her said husband; and the said wives did thereupon respectively and separately declare unto me, notary, that they were fully aware of, and acquainted with, the nature and extent of the matrimonial, dotal, paraphernal, and other rights and privileges thus secured to them by law on the property of their husbands, and that they, nevertheless, did persist in their intention of renouncing, not only all the rights, claims, and privileges here-

in before mentioned and described, but all others, of any nature or kind whatever, to which they may be entitled by any laws now or heretofore in force in the State of Louisiana.

And the said Mathew Morgan and Samuel Jarvis Peters being now present, aiding and authorizing their said wives in the execution of these presents, they, the said wives, did again declare that they did and do hereby make a formal renunciation and relinquishment of all their said matrimonial, dotal, paraphernal, and other rights, claims, and privileges, in favor of the said John McDonogh, binding themselves and their heirs at all times to sustain and acknowledge the validity of this renunciation, which said renunciation is hereby accepted by the said purchaser, John McDonogh.

Thus done and passed in my office, at the city of New Orleans aforesaid, on the day, month, and year first before written, in the presence of Messiurs Theodore Guyol and John Randolph Welch, both competent witnesses, hereto required and residing in this city, who have signed these presents with the parties and me, notary, after reading of the act.

(Signed,) Levi Peirce, M. Morgan, Lucinda L. Morgan, Saml. J. Peters, M. A. Peters, William H. Chase, by Geo. Mathews, his attorney in fact, John McDonogh, Theo. Guyol, John R. Welch, Fx. Grima, notary public.

I, the undersigned notary, do hereby certify the foregoing to be a true copy of the original act extant in the record of Felix Grima, late a notary in this city, and of whom I am the successor in office. New Orleans, this fifth day of May, eighteen hundred and forty-six.

(Signed) THEO. GUYOL, [SEAL.]
Notary public.

13o. The plaintiff offered in evidence document marked "F, No. 20," purporting to be a plan drawn by B. Buisson, surveyor of the parish of Jefferson, of the land sold by the heirs of Brontin to Mr. De Pontalba, the 17th of March, 1760; which plan is dated 16th of January, 1837.

[For map see original, page 129.]

STATE OF LOUISIANA, *parish of Jefferson.*

Plan showing the depth of the land sold to Mr. de Pontalba by the heirs of Mr. Brontin and wife, according to an act of sale, dated March 17th, 1760, and deposited in the office of L. T. Caire, notary public in the city of New Orleans. The angles of the lines are taken from a plan made by C. Trudeau, dated March 4th, 1797. Said plan is filed in Bundle L, No. 66, in the record of the surveyor general of the State of Louisiana.

In testimony whereof I have hereunto set my hand, on this 16th day of January, 1837.

Signed, BENJ'N BUISSON,
Surveyor for the parish of Jefferson.

in before mentioned and described, but all others, of any nature or kind whatever, to which they may be entitled by any laws now or heretofore in force in the State of Louisiana.

And the said Mathew Morgan and Samuel Jarvis Peters being now present, aiding and authorizing their said wives in the execution of these presents, they, the said wives, did again declare that they did and do hereby make a formal renunciation and relinquishment of all their said matrimonial, dotal, paraphernal, and other rights, claims, and privileges, in favor of the said John McDonogh, binding themselves and their heirs at all times to sustain and acknowledge the validity of this renunciation, which said renunciation is hereby accepted by the said purchaser, John McDonogh.

Thus done and passed in my office, at the city of New Orleans aforesaid, on the day, month, and year first before written, in the presence of Messiurs Theodore Guyol and John Randolph Welch, both competent witnesses, hereto required and residing in this city, who have signed these presents with the parties and me, notary, after reading of the act.

(Signed,) Levi Peirce, M. Morgan, Lucinda L. Morgan, Saml. J. Peters, M. A. Peters, William H. Chase, by Geo. Mathews, his attorney in fact, John McDonogh, Theo. Guyol, John R. Welch, Fx. Grima, notary public.

I, the undersigned notary, do hereby certify the foregoing to be a true copy of the original act extant in the record of Felix Grima, late a notary in this city, and of whom I am the successor in office. New Orleans, this fifth day of May, eighteen hundred and forty-six.

(Signed) THEO. GUYOL, [SEAL.]
Notary public.

13o. The plaintiff offered in evidence document marked "F, No. 20," purporting to be a plan drawn by B. Buisson, surveyor of the parish of Jefferson, of the land sold by the heirs of Brontin to Mr. De Pontalba, the 17th of March, 1760; which plan is dated 16th of January, 1837.

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STATE OF LOUISIANA, *parish of Jefferson.*

Plan showing the depth of the land sold to Mr. de Pontalba by the heirs of Mr. Brontin and wife, according to an act of sale, dated March 17th, 1760, and deposited in the office of L. T. Caire, notary public in the city of New Orleans. The angles of the lines are taken from a plan made by C. Trudeau, dated March 4th, 1797. Said plan is filed in Bundle L, No. 66, in the record of the surveyor general of the State of Louisiana.

In testimony whereof I have hereunto set my hand, on this 16th day of January, 1837.

Signed, BENJ'N BUISSON,
Surveyor for the parish of Jefferson.

14o. The plaintiff offered in evidence document marked "F, No. 22," purporting to be a certified copy of the opinion of the register and receiver of land office, as to the land claimed, dated 22d November, 1837; which document is as follows:

LAND OFFICE, NEW ORLEANS, *22d November*, 1837.

SIR: In our opinion all the following claims, designated under Nos. 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, and 39, (the last case, viz., thirty-nine, being that of John McDonogh,) ought to be confirmed. A very careful and particular examination of these claims proves satisfactorily to our minds that they are all based upon good titles, French and Spanish grants, ancient possession, and contained cultivation, according to the requisites of the law.

Signed, B. Z. CANONGE, *Register*.
R. M. CARTER, *Receiver*.

LAND OFFICE, NEW ORLEANS, 30*th April*, 1846.

I hereby certify, that the foregoing is a true extract of a report registered in this office, addressed to the Secretary of the Treasury of the United States, under the act of 6th February, 1835.

Given under my hand the day and year above written.

(Signed) PETER LAIDLAW, *Register*.

Claim No. 39.

John McDonogh claims, in virtue of complete and perfect title or patent, derived from the government of France in the year 1760, a tract of land lying in the parish of Jefferson, near the city of New Orleans, and on the same side of the river, commencing at a distance of eighty arpents from the river Mississippi, and running back, or in the rear from thence, with the continuous lines of the front tract of twenty-one arpents on the river, a distance of about forty-nine and one-third arpents in depth, until one of the side lines intersects with the other in a point; including (as is more particularly shewn by a plan drawn by Benjamin Buisson, a surveyor of said parish, which is delivered herewith for enregisterment) within said lines the quantity of one hundred and seventy-seven and one-third arpens, more or less.

This tract of land *lays* in the rear of the tract owned and claimed, in the year 1821, by Mr. Jacques F'çois Enoul Livaduais, before the register of this land office, as having eighty arpents in depth, and which was confirmed to him, under cert. No. 74, by an act of Congress of 28th February, 1823. Mr. Livaudais not having at the time he entered his claim the original papers proving that the land extended in the rear until one line crossed or intersected the other in a point, (as all the adjoining tracts do,) put in his claim only for eighty arpents in depth, when the whole depth of 129 arpents and one-third of an arpent belonged to him and was his property. This claim is, therefore, made for one hundred and seventy-seven and one-third arpents of land, laying in the rear of said eighty arpents from the river, in depth, which are

already confirmed to Mr. Livaudais; and in proof of his title Mr. McDonogh lays before us the following documents, viz: First, a document marked No. 1, it being a judicial deed in conformity with a legal adjudication made by order of the highest tribunal of the French government, in the province of Louisiana, (called the supreme council of the province of Louisiana,) by Chs. Marie Delalande Dapremont, counsellor and assessor of the supreme council of the province, and Jean Baptiste Raguet, one of the counsellors of the supreme council of the province, and attorney general of the King of France for said province of Louisiana, on the 17th of April, 1760, of a tract of land belonging to the estate of the deceased Ignacio Brontin and his wife, to De Pontalba; said tract consisting of (as is fully shewn and expressed in said document) eleven and a half arpents in front on river, by all the depth that may be found, following the course of the side lines until it terminates in the rear in a point, as all the other adjoining tracts of land terminate; also all the land in the rear of the adjoining tract of ten and a half arpents in front on river, after forty arpents, until it ends in a point; said tract of land having been sold in the lifetime of said Mr. Brontin to Mr. Delino, with only forty arpents in depth, he, Mr. Brontin, having reserved the land in the rear of said forty arpents for himself, it having been a part of the same tract, he having possessed originally twenty-two arpents in front on river, with all the land in the rear within the side lines, until said lines continued back meet in a point.

This document is the most perfect Government title that could be issued; it is fully equivalent to a patent, (and it is indeed in itself a patent,) as the supreme council of the province was at the head of the land office, granted the lands and issued the patents. The second document, marked No. 2, is a deed of sale from Messieurs Morgan, Peters, Peirce, and Chase to John McDonogh, dated 10th February, 1836, before Felix Grima, notary public, of said tract of land, they having purchased it from Mad. Livaudais.

We are therefore of opinion that this claim ought to be confirmed.

(Signed,) B Z. CANONGE, *Register*.
RICHARD M. CARTER, *Receiver*.

LAND OFFICE, NEW ORLEANS,
30*th April*, 1846.

I hereby certify, that the foregoing is a true copy of the report taken from the book entitled register of claims, presented before the register and receiver of the southeastern district of Louisiana, under the act of Congress, entitled "An act for the final adjustment of claims to land in the State of Louisiana," approved February 6th, 1835.

Given under my hand the day and year above written.

(Signed,) PETER LAIDLAW, *Register*.

And afterwards, at the May term of the court, to wit, on the 6th June, 1849, the court rendered the following opinion and decree in this case, which were entered of record:

JOHN McDONOGH vs. THE UNITED STATES. } 42.

(*Opinion.*)

In the absence of all proof to the contrary, the court will presume that the supreme council or civil government of the province of Louisiana, in 1760, had authority to make grants of land. It is true, as contended by the district attorney, that the claim of the petitioner in this case is not founded upon a formal grant, warrant, or order of survey made by the civil government at the date alleged. But the French colonial government, through its authorized officers, acting in a judicial capacity, in ordering the sale of the land in question, for the purpose of settling the affairs of the succession of Brontin, who had possessed the land as owner until the period of his death, recognised the title of Brontin, and thus divested the government of all right to claim it. A grant may be made as well by a direct recognition of title, as by a formal investiture of title in terms. It is entirely immaterial whether the right of Brontin was derived originally from possession, or by a delivery of title in form in the words usually employed, if the petitioner can show a clear recognition of his title by the lawful authority of the sovereign exercising dominion over the country. The acts of that sovereign are binding upon his successors, and both the laws of nations and the stipulations of the treaty of 1803, protect the petitioner in the enjoyment of the land which he holds by a regular chain of title from the original owner. I am, therefore, of opinion that his claim must be confirmed under the provisions of the act of 1824, revived by that of 1844.

And thereupon, the following decree was entered of record on the minutes in this case, to wit:

Decree.

JOHN McDONOGH vs. The UNITED STATES. } 42.

This cause came on for hearing at the February term, to wit, on the 16th day of March, 1849, on the petition, answer, replication, exhibits, and proofs of record, and was argued by counsel for the complainant, and the district attorney of the United States for the defendants; and the court being duly advised in the premises, and having fully considered the case, on this day rendered its opinion and decree as follows:

The petitioner claims the quantity of one hundred and seventy-seven and one-third superficial arpents of land, more or less, ($177\frac{1}{3}$) in controversy, by virtue of a public sale and adjudication thereof at auction on or about the 17th April, 1760, to Pontalba, by order of the highest tribunal of the government of France in Louisiana, the highest officers of the government then and there acting and conducting the sale on a

given description of the same, as to its extent, boundaries, and admeasurements. The land as thus described and sold, has been regularly conveyed from the original purchaser down from the French and Spanish government officers, by divers mesne conveyances, to the present claimant.

These repeated sales by the officers of the government clearly and fully recognise that the land was held by a legal and valid title from the government, and thus it must be considered that a grant had issued for it previously to the year 1760, in favor of Brontin.

The title to this land is valid, and the court is of opinion that the petitioner, John McDonogh, has a valid claim to the tract of land claimed by him; that his claim is guaranteed by the treaty of cession of Louisiana to the United States, and the law of nations, and that he is entitled to the relief granted by the act of Congress, approved on the 17th day of June, 1844, entitled, "an act to provide for the adjustment of land claims within the States of Missouri, Arkansas, and Louisiana, and in those parts of the States of Mississippi and Alabama south of the 31st degree of north latitude, and between the Mississippi and Perdido rivers." And the act approved on the 26th day of May, 1824, to which it refers, entitled, "an act enabling the claimants to lands within the limits of the State of Missouri, and territory of Arkansas, to institute proceedings to try the validity of their claims."

It is, therefore, ordered, adjudged, and decreed, that the sale by the French government, made on the 17th April, 1760, to Pontalba, is valid against the United States, and that the land described in the said sale, and the survey thereof, on the 16th January, 1837, by B. Buisson, surveyor, of record herein as part of the exhibits, containing one hundred and seventy-seven and one-third ($177\frac{1}{3}$) superficial arpents, more or less, according to, and with the metes and bounds as described in said survey, and to be located and surveyed conformably thereto, belongs to the petitioner holding under the original grantee, a citizen and resident of the province of Louisiana.

And if it shall be ascertained that any part of said land is held under titles emanating from the United States, it is further ordered, adjudged, and decreed, that, for all the land within said limits so held, which has been sold or otherwise disposed of by the United States, the claimant shall be, and he is hereby, authorized to enter, after the same shall have been offered at public sale, the like quantity of land in parcels conformable to sectional divisions and subdivisions, in any land office of the United States in the State of Louisiana; and if it should so happen that, in making such entries, there should remain in the hands of the enterer a fractional excess of acres of a less number than the smallest sectional divisions authorized by law to be sold, the party interested shall have the right to enter, in virtue of such fractional excess, the quantity of one half quarter section of land, upon paying one dollar and twenty-five cents for each acre contained in such half quarter section over and above the fractional excess to which he may be entitled by such confirmation.

Judgment rendered 6th June, 1849.
Judgment signed 8th June, 1849.
(Signed) THEO. H. McCALEB,
U. S. judge. [SEAL.]

And further, at the same term, to wit, on the 8th day of June, 1849, the following motion and order of appeal were entered of record in this case:

JOHN McDONOGH
vs. } 42
The UNITED STATES.

Be it remembered, that on this Friday, the eighth day of June, in the year one thousand and eight hundred and forty-nine, on motion of Logan Hunton, attorney of the United States for the eastern district of Louisiana, and of Thomas J. Durant, also on behalf of the United States, and on giving the court here to understand and be informed that there is error to the prejudice of the United States in the judgment of this honorable court rendered against them at this term in the matter of John McDonogh, vs. the United States, and that they desire to appeal from said judgment.

It is, therefore, ordered by the court, that an appeal be allowed in favor of the United States from the judgment aforesaid, returnable to the Supreme Court of the United States at the next term thereof after the date of this order.

UNITED STATES OF AMERICA,
Eastern district of Louisiana.

I, Needler R. Jennings, clerk of the district court of the United States, sitting at New Orleans, in and for said district, do hereby certify, that the foregoing one hundred and thirty-seven folios (including the plat on folio 129) and (138th) fourteen lines contain and form a true, faithful, correct, and complete transcript of all the proceedings, process, pleadings, documents, and other matters on file and of record in a certain cause in chancery, wherein John McDonogh (claim F, of 177⅓ arpens) is plaintiff, and the United States of America are defendants, No. 42 of the land docket of said court.

In testimony whereof I have hereunto set my hand and affixed the seal of said court, at the city of New Orleans, this twenty-
[L. S.] fourth day of September, one thousand eight hundred and forty-nine, and the 74th year of American independence.

N. R. JENNINGS,
Clerk U. S. district court, eastern district of Louisiana.

I, Thodore H. McCaleb, judge of the district [court] of the United States, for the eastern district of Louisiana, do certify, that N. R. Jennings, who subscribed the above certificate, was, at the time of signing the same, and is now, the duly appointed and legally authorized clerk of

said court; that full faith and credit are due and ought to be given to all his attestations as such clerk, and that his above certificate is in due form of law.

Witness my hand and seal, at New Orleans, this 25th day of September, A. D. 1849.

THEO. H. McCALEB. [SEAL.]

The United States of America, to John McDonogh, residing in the parish of Orleans, State of Louisiana, greeting:

You are hereby cited and admonished to be and appear at a Supreme Court of the United States, to be holden at the city of Washington on the first Monday of December next, pursuant to an order of appeal granted, on the eight day of June, 1849, by the district court of the United States, in and for the eastern district of Louisiana, in a certain cause in chancery, (under the acts approved May 26th, 1824, and June 17th, 1844,) entitled (No. 42) John McDonogh vs. the United States, wherein the said United States of America are now appellants, and you are appellee, to show cause, if any there be, why the judgment rendered against the appellants, as in the said order of appeal mentioned, should not be corrected, and why speedy justice should not be done to the parties in that behalf.

Witness hereto my hand and the seal of the said court, at the city of New Orleans, this twenty-fourth day of September, A. D. 1849.

[L. S.]

THEO. H. McCALEB. [SEAL.]

Judge U. S. district court, eastern district of Louisiana.

(Claim F, 177⅓ arpents.)

C. ROSELIUS and
A. HENNEN, *Attorneys.*

Attest: ROBT. M. LUSHER, *D'y Clerk.*

Marshal's return.

Received October 9, 1849, and on the same day served a copy of the within citation of appeal on John McDonogh, plaintiff, by handing the same to him in person at New Orleans.

Returned 19th Oct., 1849.

M. M. THOMAS,
D'y U. S. marshal, eastern district La.

Return registered Oct. 19, 1849.

ROBT. M. LUSHER, *D'y Clerk.*